



City Council Meeting

5-12-26

7:00 p.m.

DRAFT

MINUTES OF MORGAN CITY COUNCIL WORK MEETING

April 14, 2026; 6:00 P.M.

MAYOR AND COUNCIL MEMBERS

PRESENT:

Mayor Steve Gale, Tony London, Jeffery Richins,
Laurann McGuire, Dave Alexander and Jeff Wardell

STAFF PRESENT:

Ty Bailey, City Manager; Gary Crane, City Attorney;
Jake Young, City Planner; Janet Pace, City Recorder

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah. The meeting was streamed live on YouTube and available for viewing on the City's website – <https://www.morganutah.gov/meetings>

This meeting was called to order by Mayor Steve Gale.

General Plan Update – Jake Young

Jake explained that staff had met with members of the Red Rock neighborhood to better understand their concerns about the future land use map. He said the main issue raised was the neighborhood's desire to have the area along Red Rock Street and the property behind it designated as low-density residential rather than medium-density residential, based on concerns that a medium-density designation could make mixed residential overlay or other more intense development feel more likely in the future. Jake said staff prepared an "Option B" map as a compromise, which would change that portion to low density while keeping the parcel in between as medium density because it is already zoned R-1-8, and changing that would create a conflict between the general plan and existing zoning.

Ty added that the neighborhood's concerns largely centered on avoiding multifamily or attached housing near their area. He explained that the proposed draft already narrows the definition of medium density compared to the prior plan by removing multifamily housing from that category, which addressed part of the concern. He said that, combined with the revised low-density designation in Option B, staff felt the compromise put the plan in a much better place. Jake and Ty both indicated, however, that the revised neighborhood map originally suggested by residents did not align with current zoning, which is why staff recommended the more limited amendment instead.

Council discussion focused on whether Option B was a reasonable fit. Dave said the revised designation seemed consistent with other low-density areas on the edge of the City, while Jake and Ty explained that both low density and medium density could be supported from a planning perspective because of the corridor, existing zoning, surrounding development, and nearby county commercial uses. Ty also emphasized that no rezoning was being proposed that evening and that the land in question is already zoned R-1-12, meaning it would most likely develop under its current zoning unless a future rezone was requested. Staff also said that some neighborhood confusion remained about what exactly was being proposed and stressed that the general plan amendment affects future land use guidance only and does not itself change current zoning.

Compensation Schedule – Ty

Ty reviewed the proposed update to the City’s compensation schedule and explained that it was based on a market study rather than a standard cost-of-living adjustment. He said the City first adopted its salary range and step system in 2023 and has since used cost-of-living increases to keep pace, but this new review was intended to make sure each position remains within about 10 percent of the market average. Ty reported that many positions were already in line with market rates, while others needed adjustment.

Council discussion focused on how the survey was conducted and how the proposed ranges would affect the budget. Ty explained that the data comes from a Utah-based compensation system used by many cities, which allows participating entities to compare pay by job classification rather than simply by city size. He said the goal is to remain competitive enough to recruit and retain qualified employees, especially for specialized positions where the market rate is driven by certification, experience, and job responsibilities.

Ty said that adopting the updated schedule would have only a modest short-term budget impact and would not require additional revenue or a tax increase. He explained that employees would generally remain where they are within their current ranges, but their long-term earning potential would increase under the revised schedule. He also said that the City expects to absorb the increase within the upcoming budget and continue covering a projected increase in health insurance costs. Ty emphasized that the City has remained conservative in budgeting and that he felt good about the proposal overall, especially because it keeps all positions within the City’s target range while supporting employee retention and future recruitment.

Municipal Energy Tax

Tony asked for an update on sales tax revenues compared to the prior year. Ty responded that, as of December, sales tax collections were tracking about even with last year and remained on pace with the City’s \$1.4 million budget estimate, although some recent numbers were still pending because of delays related to tax season. Ty said he felt the City may be near its current sales tax capacity, noting that business growth in a small market can sometimes shift sales from one business to another rather than create large overall gains.

Ty also discussed the Municipal Energy Tax and said implementation had not gone as planned. He explained that the Tax Commission had delays in setting it up, which created a catch-up period and made it difficult to know exactly where revenues currently stand. Because of that uncertainty, Ty said he reduced the tentative budget estimate for next year’s MET revenue and is taking a conservative approach until a full year of collections is available. He added that the MET was originally expected to help avoid a property tax increase, but because those revenues have not fully materialized yet, the City is still waiting to see its actual long-term effect.

Training – Gary Crane

Laurann asked about comments made by residents suggesting that certain state housing rules should not apply to Morgan because it is a rural community rather than an urban one. Gary explained that, while some legislation has focused more heavily on urban areas, proposed state housing standards have at times been drafted broadly enough to affect all municipalities,

including rural communities. He said that one bill involving 6,000-square-foot lots was originally written to apply statewide before being narrowed and ultimately not adopted. Gary said that, although rural communities may receive more flexibility in some planning procedures, they are not generally exempt from statewide standards related to housing and affordability.

Gary also emphasized that Morgan is currently in compliance with state requirements, but noted that each year brings the possibility of new legislative proposals that could affect local planning decisions. He said cities continue to argue that communities are different and should not all be governed by the same broad standards.

This meeting was adjourned at 7:00 p.m.

Janet Pace, City Recorder

Steve Gale, Mayor

These minutes were approved at the _____ 2026 meeting.

Draft

MINUTES OF MORGAN CITY COUNCIL MEETING

April 14, 2026; 7:07 P.M.

MAYOR AND COUNCIL MEMBERS PRESENT:

**Mayor Steve Gale, Tony London, Jeff Wardell,
Jeffery Richins, Dave Alexander and Laurann
McGuire**

STAFF PRESENT IN-PERSON:

**Ty Bailey, City Manager; Gary Crane, City Attorney;
Jake Young, City Planner and Janet Pace, City
Recorder**

OTHERS PRESENT:

**Jill Boss, Brett Boss, Cade Richins, Kensi London,
Katie Tilbey, Ken Tilbey, Hannah Gulson, Chole
Nielsen, Lilly Evans and Scott Jensen**

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah. The meeting was streamed live on YouTube and available for viewing on the City's website – morganutah.gov

This meeting was called to order by Mayor Steve Gale.

The pledge of allegiance was led by Council Member Laurann McGuire

The opening ceremony was presented by Council Member Jeffery Richins

APPROVAL OF MEETING AGENDA

MOTION: Council Member Dave Alexander moved to approve the agenda with one change to add a public hearing.

SECOND: Council Member Tony London

Vote was 5 ayes; Motion passed unanimously to approve the agenda with one change to add a public hearing.

MINUTES AND WARRANTS

MOTION: Council Member Tony London moved to approve the following:
Minutes of the City Council Meeting – March 24, 2026, and the Minutes of the City Council Work Meeting – March 24, 2026, and the Warrants from March 23, 2026 to April 10, 2026

SECOND: Council Member Jeffery Richins

Vote was 5 ayes; The motion passed unanimously to approve the City Council minutes and the Work Meeting minutes as written and one set of warrants;

CITIZEN COMMENTS

Jill Boss, 586 Red Rock Way, thanked Teresa, Jake, and Ty for meeting with residents to discuss the general plan update and the concerns raised by the Red Rock neighborhood. She said the meeting was helpful and allowed for productive public discussion, giving residents a better understanding of the City's perspective while also helping staff better understand the neighborhood's concerns.

Jill explained that residents continue to support changing the future land use designation for the area east of the Red Rock neighborhood from medium density to low density. She said this change would provide clearer expectations for both residents and future developers about the type of development the City wants in that area. Jill stated that residents are concerned developers may seek more intense development than what is currently envisioned, and she felt a low-density designation would better align with existing lot sizes and with how similar areas are designated elsewhere in the City.

Brett Boss, 586 Red Rock Way, thanked Ty, Jake, and Teresa for meeting with neighborhood residents and said the discussion had been helpful and informative. He stated that one of the main concerns that remained was language in the general plan under medium-density residential that suggests bonus densities could be encouraged through overlay zoning mechanisms in exchange for design standards, parks, and amenities.

Brett explained that, after meeting with City staff, residents worked to prepare a revised future land use map that they felt was more reasonable and better aligned with existing zoning and other constraints in the area. He asked the Council to consider that modified map as part of its review.

Kade Richins addressed the Council to encourage consideration of a new skate park for Morgan. He said the existing skate park, which he used as a child, has deteriorated and now includes some unsafe conditions. Kade expressed support for replacing it with a concrete skate park, which he said would provide physical, mental, and social benefits for residents of all ages. He described skateboarding as a positive recreational outlet that builds confidence, resilience, and community.

Kade also discussed the potential cost of a new skate park and acknowledged that funding would be a major consideration. He said that he had begun researching project costs and possible funding sources, including grants, local business support, and possible county involvement. He said he had already discussed the idea with Ty and would be willing to stay involved in helping move the project forward.

ACTIVE AGENDA

AN ORDINANCE ADOPTING THE MORGAN CITY GENERAL PLAN UPDATE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. ORDINANCE 26-03

This item was discussed thoroughly during the work session prior to this meeting.

Jake reviewed the status of the general plan update and noted that the current update represents a two-year effort following several years of broader planning work. He said the Planning Commission had already completed its public hearing process and had spent the past year working through the plan in detail. He also referenced the recent meeting with Red Rock residents to discuss the concerns they raised at the previous Council meeting.

Jake explained that the main issue involved the future land use designation for property in and east of the Red Rock neighborhood. He presented both the original and revised maps and noted that the key difference between the two designations was minimum lot size, with low density reflecting 12,000-square-foot lots and medium density reflecting 10,000-square-foot lots. He added that no zone changes are currently being proposed for the area. Jake concluded by reminding the Council that it could approve the plan as presented, approve it with the amended map, or make other changes at its discretion.

MOTION: Council Member Tony London moved to adopt an ordinance adopting the Morgan City general plan update; providing for repealer; providing for severability; and providing for an immediate effective date. Ordinance 26-03

SECOND: Council Member Dave Alexander

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 5 ayes; Motion passed unanimously to adopt an ordinance adopting the Morgan City general plan update; providing for repealer; providing for severability; and providing for an immediate effective date. Ordinance 26-03

PUBLIC HEARING

MOTION TO OPEN PUBLIC HEARING:

Council Member Dave Alexander moved to open the public hearing to hear public comments regarding an ordinance amending Title 8 of the Morgan City code to provide for the collections of delinquent utility charges and to authorize the recording of political subdivisions liens for unpaid utility service fees.

Ordinance 26-04. Also, an ordinance amending Title 8 of the Morgan City code to provide for the development of a Fishery/ Park Project. Ordinance 26-05

SECOND: Council Member Jeffery Richins

Vote was 5 ayes; Motion passed unanimously to open the public hearing to hear public comments regarding the ordinance amending Title 8 of the Morgan City code to provide for the collections of delinquent utility charges and to authorize the recording of political subdivisions liens for unpaid utility service fees. Ordinance 26-04. Also, an ordinance amending Title 8 of the Morgan City code to provide for the development of a Fishery/ Park Project. Ordinance 26-05

Public Comments: None.

MOTION TO CLOSE PUBLIC HEARING:

Council Member London moved to close the public hearing.

SECOND: Council Member Jeffery Richins

Discussion on the Motion: None

Vote was 5 ayes; Motion passed unanimously to close the public hearing.

ACTIVE AGENDA

A. AN ORDINANCE AMENDING TITLE 8 OF THE MORGAN CITY CODE TO PROVIDE FOR THE COLLECTIONS OF DELINQUENT UTILITY CHARGES AND TO AUTHORIZE THE RECORDING OF POLITICAL SUBDIVISION LIENS FOR UNPAID UTILITY SERVICE FEES. ORDINANCE 26-04

Gary explained that the ordinance was prompted by questions about how the City can handle delinquent utility accounts when other collection efforts are unsuccessful. He said that, until recently, state law did not allow municipalities to place liens on property for unpaid utility bills, but a change in the law last year now permits that process. Gary outlined the required notice procedure, explaining that the City must notify the property owner of the delinquency, allow time for payment, and provide notice before a lien can be recorded. He said the lien would remain against the property until paid and could be collected when the property is sold or, potentially, through foreclosure proceedings.

During discussion, Dave said that while the lien would be recognized in a foreclosure, the City would not realistically foreclose on a property over a relatively small unpaid utility balance. Gary agreed and said the primary value of the lien is that it provides notice and allows the City to collect if the property is later sold. Tony asked about the cost of filing a lien, and Gary and Laurann noted that the county typically does not charge the City to record its own documents. Laurann clarified that the lien would be triggered not only in foreclosure but also in any regular

property sale, and Gary agreed that a sale was the more likely situation in which the City would collect. Dave also confirmed that the City would still have its other collection options available, such as shutting off utilities, which Gary said would often be the more immediate and effective remedy.

MOTION: Council Member Dave Alexander moved to adopt an ordinance amending Title 8 of the Morgan City code to provide for the collections of delinquent utility charges and to authorize the recording of political subdivision liens for unpaid utility service fees. Ordinance 26-04

SECOND: Council Member Tony London

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 5 ayes; Motion passed unanimously to adopt an ordinance amending Title 8 of the Morgan City code to provide for the collections of delinquent utility charges and to authorize the recording of political subdivision liens for unpaid utility service fees. Ordinance 26-04

B. AN ORDINANCE AMENDING TITLE 8 OF THE MORGAN CITY CODE TO PROVIDE FOR THE DEVELOPMENT OF A FISHERY/ PARK PROJECT. ORDINANCE 26-05

Ty explained that the ordinance amendment was being proposed in anticipation of the future fish pond park project. He said that during the grant application process, the City realized its current ordinance does not allow development within the floodway, and this amendment would allow park and trail improvements in that area when appropriate. Ty noted that in this case, the project would likely help with flooding rather than create additional hazard.

During discussion, Dave asked whether the City had previously allowed building in flood-prone areas. Ty clarified that development may be allowed in the floodplain under certain conditions, but not in the floodway. He explained that the ordinance change applies only to park improvements within the floodway and does not broadly open the area to other development. Dave asked where the actual change appeared in the ordinance, and Ty clarified that the amendment was limited to the underlined language in the specific floodway section.

MOTION: Council Member Tony London moved to adopt ordinance amending title 8 of the Morgan City code to provide for the development of a Fishery/ Park Project. Ordinance 26-05

SECOND: Council Member Laurann McGuire

Vote was 5 ayes; Motion passed unanimously to adopt ordinance amending title 8 of the Morgan City code to provide for the development of a Fishery/ Park Project. Ordinance 26-05

A RESOLUTION ADOPTING AND APPROVING THE COMPENSATION SCHEDULE FOR THE EMPLOYEES OF MORGAN CITY CORPORATION. RESOLUTION 26-15

This item was discussed thoroughly during the work session prior to this meeting.

Ty explained that the item involved a market study of the City's pay scale rather than a standard cost-of-living adjustment. He said the purpose of the study was to reassess the minimum and maximum pay ranges for each job classification and bring them back in line with current market conditions. Ty noted that the last market study was completed in 2023 and that, although cost-of-living adjustments had been made since then, those increases had not kept pace equally across all classifications.

Ty said the study showed that some positions needed adjustment, but overall the City had done a good job of staying competitive. He explained that the goal is for each pay range to remain within 10 percent of the market average, and the proposed update would bring all classifications within that target. Ty also stated that, if approved, the revised pay scale would be included in the upcoming budget and said he did not expect the changes to require additional revenue, as the City typically budgets conservatively enough in salaries and benefits to absorb the increase.

MOTION: Council Member Dave Alexander moved to adopt and approve the compensation schedule for the employees of Morgan City Corporation. Resolution 26-15

SECOND: Council Member Jeffery Richins

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 5 ayes; Motion passed unanimously to adopt and approve the compensation schedule for the employees of Morgan City Corporation. Resolution 26-15

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DELAY AGREEMENT WITH LUCERNE MANAGEMENT COMPANY LLC FOR THE DELAYED INSTALLATION OF THE LISTED IMPROVEMENTS ALONG THE FRONTAGE OF PROPERTY FACING 700 EAST LOCATED AT APPROXIMATELY 584 NORTH, MORGAN, UTAH; REFLECTING THE DEDICATION OF THE PROPERTY FOR THE PLACEMENT OF SAID IMPROVEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS. RESOLUTION 26-16

Ty explained that the item involved a delay agreement for required street improvements, including curb, gutter, and sidewalk, because that section of roadway has not yet been fully engineered. He said the City is still uncertain about the final road design due to elevation changes, road width, and

storm drain issues, so rather than require improvements now that may later need to be removed or rebuilt, the City would delay them until there is a more complete plan for the corridor. Ty said that the developer would still be responsible for the improvements when the City determines the time is appropriate.

During discussion, Dave asked about whether the City should require a bond or escrow to secure the future work. Gary explained that a bond is an option, but because the actual design and cost of the improvements are not yet known, it would be difficult to set a realistic amount at this time. He said the agreement allows the obligation to remain with the property and be recorded on the title, so it would carry forward to future owners as a lien-related obligation. Gary also explained that the document preserves the City's ability to require payment, a bond, or participation in future improvements once the project is better defined.

Council discussion focused on the practical difficulty of collecting money now for an unknown future project. Gary said the City is already obtaining the needed property dedication up front, and that the remaining question is only how and when the actual improvements will be constructed and paid for. He explained that this type of agreement is a temporary tool used when ordinances require improvements, but the City is not yet in a position to define them accurately. Ty and Jake added that other roads in the City present similar challenges where sidewalks cannot yet be placed correctly until a broader corridor plan is completed. The Council also discussed that once the City knows where improvements belong, it typically requires them, but in this case the delay agreement allows the project to move forward without forcing premature construction.

MOTION: Council Member Jeffery Richins moved to authorize the city to enter into a delay agreement with Lucerne Management Company LLC for the delayed installation of the listed improvements along the frontage of property facing 700 east located at approximately 584 north, Morgan Utah: reflecting the dedication of the property for the placement of said improvements; and authorizing the mayor to execute the agreements.
Resolution 26-16

SECOND: Council Member Laurann McGuire

Discussion on the Motion: Steve asked for clarification on what the Council was approving under the delay agreement. Gary explained that the Council was only approving Resolution 26-16, which authorizes the Mayor to sign the agreement as presented, while any future decisions about costs, timing, or a bond would be made later.

Tony asked whether a future bond decision would return to the Council, and Gary said it would. Gary also explained that the agreement allows the project to move forward now even though the City cannot yet determine the exact improvements required for that section of road. After discussion, the Council voted unanimously to approve the resolution.

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 5 ayes; Motion passed unanimously to authorize the city to enter into a delay agreement with Lucerne Management Company LLC for the delayed installation of the listed improvements along the frontage of property facing 700 east located at approximately 584 north, Morgan Utah: reflecting the dedication of the property for the placement of said improvements; and authorizing the mayor to execute the agreements. Resolution 26-16

CLOSED SESSION:

MOTION: Council Member Tony London moved to go into a closed general session at 8:30 p.m. for A Strategy Session to Discuss the Purchase, Exchange, or Lease of Real Property, or to Discuss a Proposed Development Agreement, Project Proposal, or Financing Proposal Related the Development of Land Owned by the City.

SECOND: Council Member Jeff Wardell

Vote was 5 ayes; Motion passed unanimously to go into closed session.

PRESENT: Mayor Gale, Ty Bailey, City Manager, Gary Crane, City Attorney, Janet Pace, City Recorder, Council Members London, Wardell, Richins, McGuire and Alexander

This meeting was adjourned at 9:00 p.m.

Janet Pace, City Recorder

Steve Gale, Mayor

These minutes were approved April _____ meeting.

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Morgan City Council on the 14th day of April 2026, a strategy session to discuss the purchase, exchange, or lease of real property, or to discuss a proposed development agreement, project proposal, or financing proposal related the development of land owned by the City

Dated this 14th day of April 2026.

ATTEST:

STEVE GALE, Mayor

JANET PACE, City Recorder

Morgan City Proposed Property Tax Increase for FY 2027

Current Property Tax Rate	.001297
Proposed Property Tax Rate	.001333
Current Property Tax Revenue	\$720,000
Proposed Property Tax Revenue with increase	\$740,000
Estimated increase to property tax	2.8%
Estimated increase to combined tax rate	.038%

Property value of \$600,000

Residential increase from \$428.01 to \$439.99 \$11.98

Commercial increase from \$778.20 to \$799.99 \$21.79

Purpose

Transfer \$20,000 to capital improvement fund for future projects

**MORGAN COUNTY
TAX RATE HISTORY REPORT**

Entity: **3010 MORGAN CITY**

			Certified	Proposed	Final
2024	Budget				
	10	General Operations	0.001281	0.001471	0.001345
			0.001281	0.001471	0.001345
2023	Budget				
	10	General Operations	0.001321	0.001471	0.001471
			0.001321	0.001471	0.001471
2022	Budget				
	10	General Operations	0.001135	0.001471	0.001471
			0.001135	0.001471	0.001471
2021	Budget				
	10	General Operations	0.001471	0.001471	0.001471
			0.001471	0.001471	0.001471
2020	Budget				
	10	General Operations	0.001524	0.001544	0.001544
			0.001524	0.001544	0.001544
2019	Budget				
	10	General Operations	0.001544	0.001544	0.001544
			0.001544	0.001544	0.001544
2018	Budget				
	10	General Operations	0.001724	0.001724	0.001724
			0.001724	0.001724	0.001724
2017	Budget				
	10	General Operations	0.001720	0.001720	0.001720
			0.001720	0.001720	0.001720
2016	Budget				
	10	General Operations	0.001912	0.001912	0.001912
			0.001912	0.001912	0.001912
2015	Budget				
	10	General Operations	0.001902	0.001902	0.001902
			0.001902	0.001902	0.001902
2014	Budget				
	10	General Operations	0.001936	0.001936	0.001936
			0.001936	0.001936	0.001936
2013	Budget				
	10	General Operations	0.002002	0.002002	0.002002
			0.002002	0.002002	0.002002
2012	Budget				
	10	General Operations	0.001997	0.001997	0.001997
			0.001997	0.001997	0.001997
2011	Budget				
	10	General Operations	0.001848	0.001848	0.001848
			0.001848	0.001848	0.001848
2010	Budget				
	10	General Operations	0.001502	0.001544	0.001544
			0.001502	0.001544	0.001544

RESOLUTION 26-19

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR MORGAN CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 AND SETTING A DATE FOR A PUBLIC HEARING TO HEAR INTERESTED PERSONS PRIOR TO ADOPTING A FINAL BUDGET

WHEREAS, according to Utah Code Section 10-6-111, a tentative budget should be adopted at the first City Council meeting in May, and be made available for public inspection at least ten days prior to the public hearing on the budget; and

WHEREAS, the public hearing has been advertised and held on Tuesday, May 12, 2026 at 7:00 p.m. for the purpose of hearing all interested persons on the matter of the tentative budget for Morgan City for the fiscal year beginning July 1, 2026 and ending June 30, 2027; and

WHEREAS, a public hearing must be held in order to hear all interested persons on the matter and must be prior to adopting a final budget.

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

1. That the City Council of Morgan City, Morgan County, State of Utah, does hereby approve and adopt a tentative budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in form and amounts set forth in the written budget document attached hereto and made a part of this resolution as though set forth in full herein.
2. That a public hearing is hereby set for Tuesday, June 23, 2026 at 7:00 p.m. to hear all interested persons on the matter of the budget and adoption of a final budget.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this day of May 2026.

STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	___	___	___
Councilmember Wardell	___	___	___
Councilmember McGuire	___	___	___
Councilmember Richins	___	___	___
Councilmember Alexander	___	___	___

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

Mayor Gale	___	___
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Morgan City
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Change In Net Position Revenue:							
Taxes							
31100 PROPERTY TAXES - CURRENT	675,877	691,121	720,000	720,000	740,000	0	
31200 DELIN. PRIOR YEAR TAXES	10,583	31,247	10,000	10,000	10,000	0	
31300 SALES TAX	1,371,132	1,068,094	1,400,000	1,400,000	1,400,000	0	
31310 SALES TAX - TRANSPORTATION	314,844	252,840	330,000	330,000	330,000	0	
31320 SALES TAX / COUNTY OPTION	125,527	98,553	150,000	150,000	150,000	0	
31330 SALES TAX - MET	0	66,727	300,000	300,000	150,000	0	
31400 FEE IN LIEU/PROPERTY TAX	70,023	54,679	50,000	50,000	50,000	0	
31500 TRANSIENT ROOM TAX	15,003	12,606	15,000	15,000	15,000	0	
Total Taxes	2,582,990	2,275,866	2,975,000	2,975,000	2,845,000	0	
Licenses and permits							
32100 BUSINESS & BEER LICENSES	13,807	15,224	15,000	15,000	15,000	0	
32150 CUP, SOLICITOR & HOME OCC	1,354	925	1,200	1,200	1,200	0	
32200 BUILDING PERMITS	170,310	193,185	150,000	200,000	200,000	0	
32300 ANIMAL CONTROL REVENUE	370	720	500	500	500	0	
Total Licenses and permits	185,842	210,054	166,700	216,700	216,700	0	
Intergovernmental revenue							
33100 STATE GRANTS	200,000	45,823	140,000	45,000	1,450,000	0	
33200 FEDERAL GRANT REVENUE	367,137	0	0	0	0	0	
33350 GRANT REVENUE	124,327	315,172	0	315,171	500,000	0	
33400 B & C ROAD FUNDS	385,001	303,374	450,000	425,000	350,000	0	
Total Intergovernmental revenue	1,076,465	664,369	590,000	785,171	2,300,000	0	
Charges for services							
34200 FIRE DEPT REVENUE	0	1,600	0	0	0	0	
34300 PARK DEPARTMENT	3,199	(7,596)	3,000	3,000	3,000	0	
34600 CEMETERY BURIAL FEES	33,450	35,700	30,000	30,000	40,000	0	
34800 SALE OF CEMETERY LOTS	21,200	22,200	15,000	20,000	20,000	0	
34900 FEES - STREET CUT	1,000	0	2,000	2,000	2,000	0	
Total Charges for services	58,849	51,904	50,000	55,000	65,000	0	
Interest							
36100 GENERAL FUND INTEREST	100	33	100	100	100	0	
36150 ROAD IMP FEE INTEREST	1,963	1,320	1,500	1,500	500	0	
36200 PARK IMP FEE INTEREST	23,672	15,915	20,000	20,000	10,000	0	
36300 ST TREAS GENERAL FUND INTEREST	25,080	209,749	250,000	340,000	300,000	0	
36400 CLASS B & C INTEREST	34,502	33,706	25,000	25,000	25,000	0	
Total Interest	85,318	260,724	296,600	386,600	335,600	0	
Miscellaneous revenue							
36500 ROAD IMPACT FEE COLLECTIONS	5,027	4,875	4,000	4,000	5,000	0	
36600 PARK IMPACT FEE COLLECTIONS	58,855	51,111	50,000	50,000	60,000	0	
36700 TELECOM AND FRANCHISE FEES	66,158	14,194	20,000	20,000	20,000	0	
36800 MISCELLANEOUS REVENUE	61,104	444,123	60,000	60,000	100,000	0	
36850 COMMUNITY EVENTS	700	(15)	500	500	1,000	0	

Morgan City
Budgeting Worksheet
 10 General Fund - 07/01/2026 to 06/30/2027
 100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Total Miscellaneous revenue	191,845	514,288	134,500	134,500	186,000	0	
Contributions and transfers	0	0	874,170	350,999	1,100,770	0	
39300 APPROP OF GEN FUND BEG BAL	0	0	874,170	350,999	1,100,770	0	
Total Contributions and transfers	0	0	874,170	350,999	1,100,770	0	
Total Revenue:	4,181,309	3,977,205	5,086,970	4,903,970	7,049,070	0	
Expenditures:							
General government							
Administration							
41110 SALARIES AND WAGES	279,951	255,514	300,000	300,000	330,000	0	
41130 EMPLOYEE BENEFITS	89,442	68,949	115,000	115,000	115,000	0	
41210 PUBLICATIONS & ORDINANCES	0	0	2,000	2,000	2,000	0	
41230 TRAVEL & TRAINING	27,223	20,989	40,000	40,000	45,000	0	
41240 OFFICE EXPENSE & SUPPLIES	67,501	41,876	80,000	80,000	80,000	0	
41260 FUEL - OIL - UTILITY EXPENSE	6,695	9,148	10,000	10,000	20,000	0	
41290 LIABILITY INSURANCE	26,029	94,995	25,000	30,000	90,000	0	
41300 ENGINEER FEES	34,739	24,322	30,000	35,000	45,000	0	
41310 PROFESSIONAL & TECHNICAL SERV	25,834	16,143	35,000	35,000	30,000	0	
41320 EMPLOYEE RECOGNITION	11,010	6,048	15,000	15,000	12,000	0	
41470 Int Svc Vehicle Lease	7,697	6,000	8,000	8,000	8,000	0	
41472 BLDG LEASE PAYMENT	9,000	6,750	9,000	9,000	9,000	0	
41490 UNIFORMS	949	368	1,200	1,200	1,200	0	
41610 MISCELLANEOUS	1,063	2,512	2,000	2,000	2,000	0	
Total Administration	587,133	553,614	672,200	682,200	789,200	0	
Community & Economic Dev							
46110 SALARIES AND WAGES	89,534	78,706	95,000	95,000	100,000	0	
46130 EMPLOYEE BENEFITS	37,454	32,138	42,000	42,000	45,000	0	
46210 PUBLICATIONS AND ORDINANCES	478	4,500	25,000	25,000	10,000	0	
46230 TRAVEL & TRAINING	436	216	5,000	5,000	5,000	0	
46240 OFFICE EXPENSE AND SUPPLIES	1,126	0	1,500	1,500	1,500	0	
46472 BLDG LEASE PAYMENT	4,800	3,600	4,800	4,800	4,800	0	
46480 ECONOMIC DEVELOPMENT	23,872	32,659	40,000	40,000	40,000	0	
46610 MISCELLANEOUS	21,053	1,777	40,000	40,000	40,000	0	
46620 EVENT EXPENSES	17,148	8,688	12,000	15,000	15,000	0	
Total Community & Economic Dev	195,901	162,283	265,300	268,300	261,300	0	
Other							
49620 GRANT EXPENSES	277,821	0	240,000	0	0	0	
Total Other	277,821	0	240,000	0	0	0	
Elections							
50240 ELECTION EXPENSES	0	0	15,000	15,000	10,000	0	
Total Elections	0	0	15,000	15,000	10,000	0	
City Building							
51110 SALARIES AND WAGES	2,895	5,316	2,000	4,000	12,000	0	
51130 EMPLOYEE BENEFITS	1	0	0	0	0	0	

Morgan City
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
51240 BLDG EXP & SUPPLIES	2,438	2,230	3,000	3,000	3,000	0	
51250 BUILDING CLEANING SERVICES	592	888	1,000	1,000	1,000	0	
Total City Building	5,926	8,434	6,000	8,000	16,000	0	
Total General government	1,066,781	724,330	1,198,500	973,500	1,076,500	0	
Public safety							
Law Enforcement	121,914	110,800	133,000	133,000	133,000	0	
54310 LAW ENFORCEMENT CONTRACT	121,914	110,800	133,000	133,000	133,000	0	
Total Law Enforcement	121,914	110,800	133,000	133,000	133,000	0	
Fire Department							
55620 FIRE EXPENSE TO COUNTY	0	18,000	18,000	18,000	18,000	0	
Total Fire Department	0	18,000	18,000	18,000	18,000	0	
Building Inspections							
56110 SALARIES AND WAGES	119,164	104,401	130,000	130,000	130,000	0	
56130 EMPLOYEE BENEFITS	67,235	57,759	72,000	72,000	75,000	0	
56230 TRAVEL & TRAINING	1,728	299	2,000	2,000	2,000	0	
56240 OFFICE EXPENSE & SUPPLIES	6,209	7,240	10,000	10,000	20,000	0	
56250 EQUIPMENT - EXPENSE & MAINT	131	154	500	500	500	0	
56260 FUEL - OIL - UTILITY EXPENSE	1,696	1,005	2,000	2,000	3,500	0	
56310 PROF & TECH/PLANNER SERVICES	44,747	40,217	60,000	60,000	60,000	0	
56320 EMPLOYEE RECOGNITION	78	67	1,500	1,500	1,500	0	
56470 Int Svc Vehicle Lease	3,883	3,000	4,000	4,000	4,000	0	
56472 BLDG LEASE PAYMENT	7,200	5,400	7,200	7,200	7,200	0	
56480 SUPPLIES	128	261	500	500	500	0	
56490 UNIFORMS	311	401	500	500	500	0	
56610 MISCELLANEOUS	1,414	355	1,500	1,500	1,500	0	
Total Building Inspections	253,923	220,559	291,700	291,700	306,200	0	
Animal control							
57310 ANIMAL CONTROL EXPENSES	0	0	200	200	0	0	
57620 ANIMAL CONTROL EXP TO COUNTY	0	9,370	9,370	9,370	9,370	0	
Total Animal control	0	9,370	9,570	9,570	9,370	0	
Disaster response							
59110 SALARIES AND WAGES-EM	0	0	2,000	2,000	5,000	0	
59111 EMPLOYEE BENEFITS-EM	0	0	1,000	1,000	2,500	0	
59230 TRAVEL & TRAINING	0	89	2,000	2,000	2,000	0	
59250 EQUIPMENT - EXPENSE & MAINT- EM	172,174	0	0	25,000	25,000	0	
59610 MISCELLANEOUS	0	0	2,000	2,000	0	0	
Total Disaster response	172,174	89	7,000	32,000	34,500	0	
Total Public safety	548,011	358,818	459,270	484,270	501,070	0	
Road Department							
60110 SALARIES AND WAGES	128,307	137,182	155,000	155,000	160,000	0	
60130 EMPLOYEE BENEFITS	61,443	68,326	83,000	83,000	85,000	0	
60210 PUBLICATIONS & ORDINANCES	0	0	500	500	500	0	
60230 TRAVEL & TRAINING	4,895	7,408	4,000	8,000	10,000	0	

Morgan City
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
60240 OFFICE EXPENSE & SUPPLIES	4,197	1,051	2,000	5,000	5,000	0	
60250 EQUIPMENT - EXPENSE & MAINT	12,288	2,930	35,000	35,000	35,000	0	
60260 FUEL - OIL - UTILTY EXPENSE	9,187	5,968	12,000	12,000	15,000	0	
60300 ENGINEER FEES	110,962	101,867	90,000	90,000	80,000	0	
60310 PROFESSIONAL & TECHNICAL SERV	240	1,842	8,000	8,000	8,000	0	
60320 EMPLOYEE RECOGNITION	148	432	1,500	1,500	1,500	0	
60400 SIGN REPLACEMENT	1,170	9,485	5,000	5,000	35,000	0	
60450 GRAVEL & ASPHALT	2,127	720	4,000	4,000	4,000	0	
60470 Int Svc Vehicle Lease	19,200	14,400	19,200	19,200	19,200	0	
60471 Int Svc Equipment Lease	42,569	8,250	11,000	11,000	11,000	0	
60472 BLDG LEASE PAYMENT	43,500	32,625	43,500	43,500	43,500	0	
60480 SUPPLIES	5,885	5,721	15,000	15,000	10,000	0	
60490 UNIFORMS	1,206	368	500	500	1,000	0	
60600 STREET IMPACT FEES	0	131	0	0	0	0	
60610 MISCELLANEOUS	(16,336)	124,737	20,000	20,000	20,000	0	
60620 SIDEWALKS	0	36,782	20,000	20,000	150,000	0	
60630 L.O.S.T. EXPENSES	355,934	401,352	330,000	330,000	400,000	0	
60640 C.O.S.T. EXPENSES	78,522	183,102	150,000	150,000	200,000	0	
60740 CAPITAL OUTLAY - EQUIPMENT	0	0	20,000	20,000	20,000	0	
60770 CLASS B & C EXPENSES	448,020	400,841	350,000	350,000	350,000	0	
Total Road Department	1,313,464	1,545,518	1,379,200	1,386,200	1,663,700	0	
Parks, recreation, and public property							
Parks							
64110 SALARIES AND WAGES	62,214	50,161	90,000	90,000	90,000	0	
64130 EMPLOYEE BENEFITS	26,783	22,601	40,000	40,000	40,000	0	
64210 PUBLICATIONS & ORDINANCES	115	0	200	200	200	0	
64230 TRAVEL & TRAINING	130	3,060	2,000	2,000	4,000	0	
64250 EQUIPMENT - EXPENSE & MAINT	5,129	8,213	10,000	10,000	10,000	0	
64260 FUEL - OIL - UTILTY EXPENSE	47,032	35,358	45,000	45,000	70,000	0	
64300 ENGINEER FEES	3,521	7,078	10,000	10,000	80,000	0	
64310 PROFESSIONAL & TECHNICAL SERV	61,215	15,790	50,000	60,000	60,000	0	
64320 EMPLOYEE RECOGNITION	116	46	1,000	1,000	1,000	0	
64470 Int Svc Vehicle Lease	14,450	10,800	14,400	14,400	14,400	0	
64471 Int Svc Equipment Lease	11,356	4,125	5,500	5,500	5,500	0	
64472 BLDG LEASE PAYMENT	15,600	11,700	15,600	15,600	15,600	0	
64480 SUPPLIES	6,550	4,648	6,000	6,000	6,000	0	
64490 UNIFORMS	733	739	2,500	2,500	2,000	0	
64600 PARK IMPACT FEES	179,650	262,044	350,000	350,000	500,000	0	
64610 MISCELLANEOUS	3,290	(2,471)	5,000	5,000	5,000	0	
64620 PARK IMPROVEMENTS/SPLASH PAD	9,268	1,636	250,000	250,000	1,500,000	0	
64740 CAPITAL OUTLAY - EQUIPMENT	16,829	0	40,000	40,000	40,000	0	
Total Parks	463,982	435,529	937,200	947,200	2,443,700	0	
Cemetery							
67110 SALARIES AND WAGES	124,399	98,094	150,000	150,000	154,000	0	
67130 EMPLOYEE BENEFITS	44,183	37,196	60,000	60,000	60,000	0	

Morgan City
Budgeting Worksheet
10 General Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
67210 PUBLICATIONS & ORDINANCES	0	0	200	200	200	0	
67230 TRAVEL & TRAINING	0	217	1,500	1,500	2,500	0	
67240 OFFICE EXPENSE & SUPPLIES	29	0	1,800	1,800	2,000	0	
67250 EQUIPMENT - EXPENSE & MAINT	63,974	2,524	8,000	8,000	15,000	0	
67260 FUEL - OIL - UTILITY EXPENSE	9,135	7,455	12,000	12,000	15,000	0	
67300 ENGINEER FEES	0	0	5,000	5,000	15,000	0	
67310 PROFESSIONAL & TECHNICAL SERV	9,346	2,240	40,000	40,000	10,000	0	
67320 EMPLOYEE RECOGNITION	8	130	3,000	3,000	1,500	0	
67470 Int Svc Vehicle Lease	6,000	4,500	6,000	6,000	6,000	0	
67471 Int Svc Equipment Lease	17,314	8,250	11,000	11,000	11,000	0	
67472 BLDG LEASE PAYMENT	15,600	11,700	15,600	15,600	15,600	0	
67480 SUPPLIES	8,949	3,591	8,000	8,000	8,000	0	
67490 UNIFORMS	7	115	500	500	600	0	
67610 MISCELLANEOUS	1,967	(4,496)	5,000	5,000	2,500	0	
67740 CAPITAL OUTLAY - EQUIPMENT	5,797	6,450	80,000	80,000	40,000	0	
67750 CAPITAL OUTLAY	0	0	200,000	200,000	500,000	0	
Total Cemetery	306,710	177,965	607,600	607,600	858,900	0	
Shop							
70240 OFFICE EXPENSE & SUPPLIES	0	0	1,200	1,200	1,200	0	
70270 BLDG & GRNDS - SUPPLIES/MAINT	3,672	2,885	4,000	4,000	4,000	0	
Total Shop	3,672	2,885	5,200	5,200	5,200	0	
Total Parks, recreation, and public property	774,363	616,380	1,550,000	1,560,000	3,307,800	0	
Transfers							
90100 TRANSFER TO CAPITAL PROJECT	500,000	0	500,000	500,000	500,000	0	
Total Transfers	500,000	0	500,000	500,000	500,000	0	
Total Expenditures:	4,202,618	3,245,046	5,086,970	4,903,970	7,049,070	0	
Total Change In Net Position	(21,310)	732,159	0	0	0	0	

Morgan City
Budgeting Worksheet
45 Capital Projects Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Change In Net Position							
Revenue:							
Intergovernmental revenue	0	0	0	0	2,070,000	0	
33430 STATE GRANTS	0	0	0	0	2,070,000	0	
Total Intergovernmental revenue	0	0	0	0	2,070,000	0	
Interest	36,258	0	150,000	150,000	100,000	0	
30100 INTEREST	36,258	0	150,000	150,000	100,000	0	
Total Interest	36,258	0	150,000	150,000	100,000	0	
Miscellaneous revenue	190,048	0	0	0	0	0	
30200 BOND PROCEEDS	151,792	151,818	152,000	152,000	152,000	0	
30500 COUNTY REIMBURSEMENT	0	400,000	0	400,000	0	0	
30800 MISCELLANEOUS REVENUE	0	0	0	0	0	0	
Total Miscellaneous revenue	341,840	551,818	152,000	552,000	152,000	0	
Contributions and transfers	500,000	0	500,000	500,000	500,000	0	
39100 TRANSFER FROM GENERAL FUND	0	0	692,736	1,292,736	1,106,238	0	
39300 APPROP OF CP FUND BEG BALANCE	500,000	0	1,192,736	1,792,736	1,606,238	0	
Total Contributions and transfers	878,098	551,818	1,494,736	2,494,736	3,928,238	0	
Total Revenue:	915,196	1,103,636	1,646,736	2,196,736	4,050,238	0	
Expenditures:							
Miscellaneous	3,585	0	0	0	400,000	0	
40720 CAPITAL OUTLAY - BUILDINGS	776,552	453,142	1,000,000	2,000,000	3,040,000	0	
40730 CAPITAL OUTLAY-IMPROV NON-BLDG	780,137	453,142	1,000,000	2,000,000	3,440,000	0	
Total Miscellaneous	1,556,717	453,142	1,000,000	2,000,000	3,480,000	0	
Debt service	352,000	364,000	364,000	364,000	376,000	0	
40810 PRINCIPAL PAID	137,968	496,693	130,736	130,736	112,238	0	
40820 INTEREST PAID	489,968	860,693	494,736	494,736	488,238	0	
Total Debt service	1,270,105	1,313,835	1,494,736	2,494,736	3,928,238	0	
Total Expenditures:	2,826,822	1,766,977	1,494,736	2,494,736	4,408,238	0	
Total Change In Net Position	(392,006)	(762,017)	0	0	0	0	

Morgan City
Budgeting Worksheet
51 Water Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Income or Expense							
Income From Operations:							
Operating income							
30100 COLLECTIONS	1,101,962	935,063	1,200,000	1,200,000	1,200,000	0	
30200 HOOK-UP FEES	22,026	15,137	25,000	25,000	25,000	0	
30250 FIRE HYDRANT METER RENTAL	9,609	6,400	7,000	7,000	7,000	0	
30300 SALE OF MATERIALS	1,130	(610)	5,000	5,000	1,500	0	
30350 TAPPING FEE	0	0	5,000	5,000	1,000	0	
30400 MISCELLANEOUS	683	0	2,000	2,000	2,000	0	
Total Operating income	1,135,410	955,990	1,244,000	1,244,000	1,236,500	0	
Operating expense							
40110 SALARIES AND WAGES	162,044	143,084	185,000	185,000	185,000	0	
40130 EMPLOYEE BENEFITS	66,581	56,469	85,000	85,000	85,000	0	
40140 PENSION EXPENSE	7,734	0	0	0	0	0	
40210 PUBLICATIONS & ORDINANCES	0	0	100	100	100	0	
40230 TRAVEL & TRAINING	2,647	1,285	5,500	5,500	4,000	0	
40240 OFFICE EXPENSE & SUPPLIES	55,630	38,827	75,000	75,000	70,000	0	
40250 EQUIPMENT - EXPENSE & MAINT	17,167	17,768	65,000	65,000	50,000	0	
40260 FUEL - OIL - UTILITY EXPENSE	7,819	5,969	12,000	12,000	15,000	0	
40280 LIABILITY INSURANCE	12,816	0	14,000	14,000	14,000	0	
40290 ELECTRIC CHARGES	77,700	54,307	85,000	85,000	85,000	0	
40300 ENGINEER FEES	25,979	20,835	45,000	45,000	45,000	0	
40310 PROFESSIONAL & TECHNICAL SERV	18,528	15,569	25,000	25,000	25,000	0	
40320 EMPLOYEE RECOGNITION	75	58	3,000	3,000	1,500	0	
40470 Int Svc Vehicle Lease	8,600	6,450	8,600	8,600	8,600	0	
40471 Int Svc Equipment Lease	29,943	8,250	11,000	11,000	11,000	0	
40472 BLDG LEASE PAYMENT	29,700	22,275	29,700	29,700	29,700	0	
40480 SUPPLIES	74,675	13,656	35,000	35,000	30,000	0	
40490 UNIFORMS	1,008	235	1,300	1,300	1,000	0	
40500 SCADA EQUIP & MAINT	3,914	15,986	9,300	9,300	10,000	0	
40510 BACKFLOW PREVENTION	3,948	5,103	1,000	1,000	5,000	0	
40520 CHEMICAL EXPENSE	22,849	8,137	35,000	35,000	30,000	0	
40540 SAMPLE EXPENSE	1,370	9,838	3,000	3,000	20,000	0	
40560 LAB SUPPLIES	0	882	500	500	1,500	0	
40580 METERS	33,207	58,172	145,000	145,000	45,000	0	
40610 MISCELLANEOUS	7,724	5,299	8,000	8,000	8,000	0	
40620 WATER SHARE PURCHASES	50,394	50,332	52,000	52,000	52,000	0	
40650 DEPRECIATION	188,641	140,528	175,000	175,000	175,000	0	
40720 WATER MINOR CONSTRUCTION	47,658	147,423	80,000	100,000	100,000	0	
40740 CAPITAL OUTLAY - EQUIPMENT	0	377,401	15,000	15,000	50,000	0	
40810 BONDS	80,595	60,446	85,000	85,000	85,000	0	
40830 AMORTIZATION EXPENSE	(76,620)	(58,223)	0	0	0	0	
Total Operating expense	962,326	1,226,360	1,294,000	1,314,000	1,241,400	0	
Total Income From Operations:	173,083	(270,371)	(50,000)	(70,000)	(4,900)	0	
Non-Operating Items:							

Morgan City
Budgeting Worksheet
 51 Water Fund - 07/01/2026 to 06/30/2027
 100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Non-operating income							
30500 INTEREST	83,735	0	0	0	0	0	
30600 WATER IMP FEE INTEREST	3	2	0	0	0	0	
30700 WATER IMPACT FEE COLLECTIONS	131,627	138,346	125,000	125,000	150,000	0	
30850 CONTRIBUTIONS FROM DEVELOPERS	207,422	0	0	0	0	0	
30900 APPROPRIATION FROM FUND BAL	0	0	0	20,000	0	0	
Total Non-operating income	422,787	138,348	125,000	145,000	150,000	0	
Non-operating expense							
40600 WATER IMPACT FEES	0	2,517	75,000	75,000	120,000	0	
40750 CAPITAL OUTLAY - CONSTRUCTION	0	49,360	0	0	25,100	0	
Total Non-operating expense	0	51,878	75,000	75,000	145,100	0	
Total Non-Operating Items:	422,787	86,471	50,000	70,000	4,900	0	
Total Income or Expense	595,870	(183,900)	0	0	0	0	

Morgan City
Budgeting Worksheet
52 Sewer Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Income or Expense							
Income From Operations:							
Operating income							
30100 COLLECTIONS	1,235,084	1,062,475	1,250,000	1,250,000	1,250,000	0	
30200 HOOK-UP FEES	11,400	10,200	15,000	15,000	15,000	0	
30400 MISCELLANEOUS	367,750	715	500	500	500	0	
Total Operating income	1,614,234	1,073,391	1,265,500	1,265,500	1,265,500	0	
Operating expense							
40110 SALARIES AND WAGES	172,317	146,781	195,000	195,000	195,000	0	
40130 EMPLOYEE BENEFITS	41,679	33,697	55,000	55,000	55,000	0	
40140 PENSION EXPENSE	8,224	0	0	0	0	0	
40210 PUBLICATIONS & ORDINANCES	0	0	500	500	500	0	
40230 TRAVEL & TRAINING	2,868	0	5,000	5,000	4,000	0	
40240 OFFICE EXPENSE & SUPPLIES	53,812	45,222	75,000	75,000	70,000	0	
40250 EQUIPMENT - EXPENSE & MAINT	43,066	100,286	50,000	50,000	60,000	0	
40260 FUEL - OIL - UTILITY EXPENSE	13,768	12,912	15,000	15,000	20,000	0	
40270 SEWER CLEANING	20,428	58,720	30,000	30,000	40,000	0	
40280 LIABILITY INSURANCE	12,816	0	14,000	14,000	14,000	0	
40290 ELECTRIC CHARGES	60,183	40,059	70,000	70,000	70,000	0	
40300 ENGINEER FEES	26,248	19,458	50,000	50,000	40,000	0	
40310 PROFESSIONAL & TECHNICAL SERV	18,363	16,383	20,000	20,000	20,000	0	
40320 EMPLOYEE RECOGNITION	40	101	4,000	4,000	1,500	0	
40470 Int Svc Vehicle Lease	12,100	9,075	12,100	12,100	12,100	0	
40471 Int Svc Equipment Lease	29,943	8,250	11,000	11,000	11,000	0	
40472 BLDG LEASE PAYMENT	6,300	4,725	6,300	6,300	6,300	0	
40480 SUPPLIES	11,161	14,645	15,000	15,000	15,000	0	
40490 UNIFORMS	361	485	1,000	1,000	1,000	0	
40500 SCADA EQUIP & MAINT	3,878	16	10,000	10,000	5,000	0	
40520 CHEMICAL EXPENSE	12,387	14,951	20,000	20,000	30,000	0	
40540 SAMPLE EXPENSE	10,120	15,900	10,000	10,000	30,000	0	
40560 LAB SUPPLIES	4,271	2,090	8,000	8,000	5,000	0	
40610 MISCELLANEOUS	4,090	490	2,000	2,000	2,000	0	
40650 DEPRECIATION	265,274	197,767	250,000	260,000	270,000	0	
40720 SEWER MINOR CONSTRUCTION	8,434	11,493	99,500	200,000	200,000	0	
40740 CAPITAL OUTLAY - EQUIPMENT	0	22,140	20,000	20,000	20,000	0	
40760 SEWER BOND EXPENSES	165,000	592,785	165,000	165,000	110,000	0	
40810 BONDS	79,353	42,883	45,000	45,000	45,000	0	
40830 AMORTIZATION EXPENSE	(132,000)	0	0	0	0	0	
Total Operating expense	954,483	1,411,314	1,258,400	1,368,900	1,352,400	0	
Total Income From Operations:	659,751	(337,923)	7,100	(103,400)	(86,900)	0	
Non-Operating Items:							
Non-Operating income							
30500 INTEREST	89,082	0	3,000	3,000	0	0	
30600 SEWER IMP FEE INTEREST	18,148	12,201	18,000	18,000	15,000	0	
30700 IMPACT FEE COLLECTIONS	59,515	56,446	50,000	60,000	80,000	0	

Morgan City
Budgeting Worksheet
52 Sewer Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
30810 BABS BOND INTEREST REFUND	8,442	3,962	0	0	0	0	
30850 CONTRIBUTIONS FROM DEVELOPERS	244,725	0	0	0	0	0	
30900 APPROPRIATION FROM FUND BAL	0	0	0	100,500	71,900	0	
Total Non-operating income	419,912	72,609	71,000	181,500	166,900	0	
Non-operating expense							
40600 SEWER IMPACT FEES	0	4,310	50,000	50,000	80,000	0	
40750 CAPITAL OUTLAY - CONSTRUCTION	0	0	28,100	28,100	0	0	
Total Non-operating expense	0	4,310	78,100	78,100	80,000	0	
Total Non-Operating Items:	419,912	68,299	(7,100)	103,400	86,900	0	
Total Income or Expense	1,079,663	(269,624)	0	0	0	0	

Morgan City
Budgeting Worksheet
53 Electric Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Income or Expense							
Income From Operations:							
Operating income							
30100 COLLECTIONS	3,410,641	2,881,256	3,400,000	3,400,000	3,000,000	0	
30200 HOOK-UP FEES	28,512	19,798	25,000	25,000	25,000	0	
30300 SALE OF MATERIALS	111,052	135,142	200,000	200,000	250,000	0	
30350 INSTALLATION FEES	64,374	212,657	90,000	90,000	250,000	0	
30400 MISCELLANEOUS	21,531	130,525	600,000	600,000	150,000	0	
Total Operating income	3,636,110	3,379,378	4,315,000	4,315,000	3,675,000	0	
Operating expense							
40060 JAMPS POWER PURCHASES	1,763,135	1,306,695	2,000,000	2,000,000	1,800,000	0	
40110 SALARIES AND WAGES	542,731	523,351	650,000	650,000	700,000	0	
40130 EMPLOYEE BENEFITS	223,258	209,412	260,000	280,000	300,000	0	
40140 PENSION EXPENSE	25,915	0	0	0	0	0	
40210 PUBLICATIONS & ORDINANCES	141	0	500	500	500	0	
40230 TRAVEL & TRAINING	18,203	14,219	25,000	25,000	25,000	0	
40240 OFFICE EXPENSE & SUPPLIES	51,558	38,227	65,000	65,000	65,000	0	
40250 EQUIPMENT - EXPENSE & MAINT	11,402	17,984	25,000	25,000	25,000	0	
40260 FUEL - OIL - UTILITY EXPENSE	12,027	11,151	15,000	15,000	15,000	0	
40280 LIABILITY INSURANCE	17,433	0	14,000	14,000	20,000	0	
40300 ENGINEER FEES	8,047	12,443	15,000	15,000	15,000	0	
40310 PROFESSIONAL & TECHNICAL SERV	41,276	67,184	50,000	50,000	50,000	0	
40320 EMPLOYEE RECOGNITION	975	684	8,500	8,500	2,000	0	
40470 Int Svc Vehicle Lease	6,200	4,650	6,200	6,200	6,200	0	
40471 Int Svc Equipment Lease	29,943	8,250	11,000	11,000	11,000	0	
40472 BLDG LEASE PAYMENT	48,900	36,675	48,900	48,900	48,900	0	
40480 SUPPLIES	192,583	319,559	180,000	180,000	200,000	0	
40490 UNIFORMS	4,292	3,688	7,500	7,500	10,000	0	
40610 MISCELLANEOUS	5,502	8,131	10,000	10,000	10,000	0	
40640 METER DEPOSIT REFUNDS	0	0	500	500	500	0	
40650 DEPRECIATION	235,654	176,701	225,000	225,000	250,000	0	
40740 CAPITAL OUTLAY - EQUIPMENT	14,142	110,124	75,000	75,000	850,000	0	
40800 BAD DEBT EXPENSE	0	0	1,500	1,500	0	0	
40870 SHOP OFFICE SUPPLIES	138	135	500	500	500	0	
40880 SHOP BUILDING & GROUNDS	3,020	1,163	5,000	5,000	5,000	0	
Total Operating expense	3,256,475	2,870,427	3,699,100	3,719,100	4,409,600	0	
Total Income From Operations:	379,635	508,951	615,900	595,900	(734,600)	0	
Non-Operating Items:							
Non-operating income							
30500 INTEREST	4,287	0	5,000	5,000	5,000	0	
30600 ELEC IMP FEE INTEREST	6,496	4,367	3,000	3,000	3,000	0	
30700 IMPACT FEE COLLECTIONS	62,886	104,263	50,000	50,000	100,000	0	
30810 PAYMENT FROM WATER-INTEREST	3,975	2,223	10,000	10,000	4,000	0	
30900 APPROPRIATION FROM FUND BAL	0	0	331,100	851,100	992,600	0	
Total Non-operating income	77,644	110,853	399,100	919,100	1,104,600	0	

Morgan City
Budgeting Worksheet
53 Electric Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Non-operating expense							
40800 ELECTRIC IMPACT FEES	0	807	15,000	15,000	50,000	0	
40750 CAPITAL OUTLAY - SYSTEM	9,722	1,961,156	1,000,000	1,500,000	320,000	0	
Total Non-operating expense	<u>9,722</u>	<u>1,961,963</u>	<u>1,015,000</u>	<u>1,515,000</u>	<u>370,000</u>	<u>0</u>	
Total Non-Operating Items:	<u>67,922</u>	<u>(1,851,110)</u>	<u>(615,900)</u>	<u>(595,900)</u>	<u>734,600</u>	<u>0</u>	
Total Income or Expense	<u>447,556</u>	<u>(1,342,159)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

Morgan City
Budgeting Worksheet
54 Sanitation Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Income or Expense							
Income From Operations:							
Operating Income							
30100 COLLECTIONS	404,028	429,622	530,000	530,000	500,000	0	
30700 SET-UP FEE	3,520	2,100	5,000	5,000	500	0	
30800 MISCELLANEOUS	2,728	20,045	1,000	1,000	10,000	0	
Total Operating income	410,276	451,766	536,000	536,000	510,500	0	
Operating expense							
40110 SALARIES AND WAGES	27,102	28,654	20,400	20,400	30,000	0	
40130 EMPLOYEE BENEFITS	3,970	3,906	5,000	5,000	5,000	0	
40140 PENSION EXPENSE	1,291	0	0	0	0	0	
40210 PUBLICATIONS	0	0	200	200	100	0	
40230 TRAVEL & TRAINING	0	0	1,500	1,500	1,500	0	
40240 OFFICE EXPENSE & SUPPLIES	42,953	34,135	45,000	45,000	45,000	0	
40260 FUEL, OIL, UTILITY EXPENSE	3,898	3,138	3,000	3,000	5,000	0	
40270 BLDG LEASE PAYMENT	0	0	8,400	8,400	8,400	0	
40280 LIABILITY INSURANCE	12,080	0	12,000	12,000	14,000	0	
40310 PROFESSIONAL & TECH	13,081	14,537	15,000	15,000	15,000	0	
40320 CONTRACT EXPENSES	145,872	144,786	180,000	180,000	160,000	0	
40330 EMPLOYEE RECOGNITION	0	0	1,500	1,500	500	0	
40490 UNIFORMS	0	21	0	0	0	0	
40610 MISCELLANEOUS	6,717	0	10,000	10,000	5,000	0	
40620 TIPPING FEES	149,227	112,661	180,000	180,000	160,000	0	
40650 DEPRECIATION	5,641	4,230	6,000	6,000	6,000	0	
40700 CONTAINER PURCHASE	105,562	0	23,000	23,000	25,000	0	
40750 TRANSFER STATION FEE TO COUNTY	33,268	25,708	35,000	35,000	50,000	0	
Total Operating expense	550,663	371,777	546,000	546,000	530,500	0	
Total Income From Operations:	(140,387)	79,989	(10,000)	(10,000)	(20,000)	0	
Non-Operating Items:							
Non-Operating Income							
30200 INTEREST	94,933	0	0	0	0	0	
30300 TRANSFER STATION REVENUE	6,140	18,250	10,000	8,000	20,000	0	
30900 APPROPRIATION FROM FUND BAL	0	0	0	2,000	0	0	
Total Non-Operating income	101,073	18,250	10,000	10,000	20,000	0	
Total Non-Operating Items:	101,073	18,250	10,000	10,000	20,000	0	
Total Income or Expense	(39,314)	98,239	0	0	0	0	

Morgan City
Budgeting Worksheet
61 Internal Service Fund - 07/01/2026 to 06/30/2027
100.00% of the fiscal year has expired

	2025 Actual	2026 Actual YTD	2026 Original Budget	2026 Amended Budget	2027 Tentative Budget	2027 Final Budget	Worksheet Notes
Change In Net Position							
Revenue:							
Charges for services							
34110 Vehicle lease revenue	78,080	58,875	77,500	77,500	77,500	0	
34210 Equipment lease revenue	161,067	45,375	60,500	60,500	60,500	0	
Total Charges for services	239,147	104,250	138,000	138,000	138,000	0	
Interest							
36100 Interest Income	19,289	0	1,500	1,500	2,000	0	
Total Interest	19,289	0	1,500	1,500	2,000	0	
Miscellaneous revenue							
36400 Vehicle sales	47,000	179,000	150,000	150,000	80,000	0	
36410 Equipment sales	0	0	30,000	30,000	40,000	0	
Total Miscellaneous revenue	47,000	179,000	180,000	180,000	120,000	0	
Contributions and transfers							
39900 Appropriation of beginning fund balance	0	0	170,500	245,500	260,000	0	
Total Contributions and transfers	0	0	170,500	245,500	260,000	0	
Total Revenue:	305,436	283,250	490,000	565,000	520,000	0	
Expenditures:							
Miscellaneous							
36500 GAIN/LOSS ON SALE OF ASSET	(139,688)	0	0	0	0	0	
41000 Vehicle Purchase	0	153,964	150,000	225,000	150,000	0	
42000 Equipment Purchase	3,066	0	90,000	90,000	90,000	0	
48000 Depreciation Expense	279,381	204,755	250,000	250,000	280,000	0	
Total Miscellaneous	142,760	358,719	490,000	565,000	520,000	0	
Total Expenditures:	142,760	358,719	490,000	565,000	520,000	0	
Total Change In Net Position	162,677	(75,468)	0	0	0	0	

ORDINANCE 26-07

AN ORDINANCE AMENDING TITLE 3, CHAPTER 06 SOLICITATION LICENSE, OF THE MORGAN CITY CODE EXTENDING APPLICABILITY OF THE CHAPTER TO EMPLOYERS AND CONTRACTORS

WHEREAS, Morgan City has code provisions that apply to door to door solicitation in the City, but in those provisions, it is unclear as to whether the chapter applies also and equally to the employing or contracting entity; and

WHEREAS, the City desires to make clear that the entity employing, contracting with or causing the individual solicitor to solicit within the City is equally responsible under the chapter; and

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

SECTION 1. REPEALER. Any provisions of the Morgan City Code heretofore adopted that are inconsistent herewith, are hereby repealed.

SECTION 2. ENACTMENT. Section 3.06.070 APPLICATION FORM is hereby amended and Section 3.06.035 APPLICABILITY OF THE CHAPTER is hereby enacted to read as follows:

3.06.070 APPLICATION FORM

The licensing officer shall provide a standard application form for use for the registration of solicitors. Upon request to the licensing officer, or as otherwise provided, any person or entity may obtain in person, by mail, or facsimile, a copy of the application forms. Each application form shall require disclosure and reporting by the applicant of the following information, documentation, and fee:

A. Review Of Written Disclosures: An affirmation that the applicant has received and reviewed the disclosure information required by this chapter.

B. Contact Information:

1. Applicant's true, correct and legal name, including any former names or aliases used during the last ten (10) years;
2. Applicant's telephone number, home address and mailing address, if different;
3. If different from the applicant, the name, address, and telephone number of the responsible person or entity; and

4. The address by which all notices to the applicant required under this chapter are to be sent.

5. Applicant's employer or entity contracting with applicant to solicit, including name and contact information.

C. Proof Of Identity: An in person verification by the licensing officer of the applicant's true identity by use of any of the following which bear a photograph of said applicant:

1. A valid driver's license issued by any state; of the United States;
2. A valid passport issued by the United States;
3. A valid identification card issued by any state; of the United States;
4. A valid identification issued by a branch of the United States military.

Upon verification of identity, the original identification submitted to establish proof of identity shall be returned to the applicant.

D. Proof Of Registration With Department Of Commerce: The applicant shall provide proof that either the applicant, or the responsible person or entity, has registered with the Utah state department of commerce.

E. Special Events Sales Tax Number: The applicant shall provide a special events sales tax number for either the applicant, or for the responsible person or entity for which the applicant will be soliciting.

F. Marketing Information:

1. The goods or services offered by the applicant, including any commonly known, registered or trademarked names;
2. Whether the applicant holds any other licenses, permits, registrations, or other qualifications required by federal or state law to promote, provide, or render advice regarding the offered goods or services.
3. Name and contact information for employer or entity contracting with the applicant to solicit.

G. BCI Background Check: The applicant shall provide:

1. An original or a copy of a "BCI" background check as defined in this chapter; and

2. A signed copy of a waiver whereby applicant agrees to allow the city to obtain a name/date of birth BCI background check on applicant for purposes of enforcement of this chapter.

H. Response To Questions Regarding "Disqualifying Status": The applicant shall be required to affirm or deny each of the following statements on the application form:

1. Has the applicant been criminally convicted of: a) felony homicide, b) physically abusing, sexually abusing, or exploiting any person, c) the sale or distribution of controlled substances, or d) sexual offense of any kind;
2. Are any criminal charges currently pending against the applicant for: a) felony homicide, b) physically abusing, sexually abusing, or exploiting any person, c) the sale or distribution of controlled substances, or d) sexual offense of any kind;
3. Has the applicant been criminally convicted of a felony within the last ten (10) years;
4. Has the applicant been incarcerated in a federal or state prison within the past five (5) years;
5. Has the applicant been criminally convicted of a misdemeanor within the past five (5) years involving a crime of: a) moral turpitude, or b) violent or aggravated conduct involving persons or property;
6. Has a final civil judgment been entered against the applicant within the last five (5) years indicating that: a) the applicant had either engaged in fraud, deceit, false statements, dishonesty, or intentional misrepresentation, or b) that a debt of the applicant was nondischargeable in bankruptcy pursuant to 11 USC 523(a)(2), (a)(4), (a)(6), or (a)(19);
7. Is the applicant currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;
8. Does the applicant have an outstanding arrest warrant from any jurisdiction;
9. Is the applicant currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction;
10. Has the applicant, within the last five (5) years, been enjoined by any court, or is the subject of an administrative order issued in any state, if the injunction or order includes a finding or admission of fraud, material misrepresentation, or if the injunction or order was based on a finding of lack of integrity or honesty; or

11. Has the applicant been convicted on two (2) or more convictions of or any combination of the following: trespass, trespassery voyeurism.

- I. Fee: The applicant shall pay such fees as stated in the city's most recently adopted prevailing fee schedule.
- J. Execution Of Application: The applicant shall execute the application form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the applicant, the information provided is complete, truthful and accurate.
- K. Photographs: Two (2) recent photographs of the applicant, one for the identification badge and one to be kept with the application. The photographs shall reflect the current appearance of the applicant, shall be primarily of the face and shall be approximately one and one-half inch by one and one-half inch (1 1/2" x 1 1/2") in size. (Ord. 11-07, 4-26-2011)

3.06.035 APPLICATION OF CHAPTER

Violations of this Chapter, shall apply to any person who solicits and to any Entity, principal, firm, or corporation who employer contracts with the solicitor or engages in or causes solicitation, to the same extent as the solicitor.

SECTION 3. SEVERABILITY. If any provision of this ordinance is found to be invalid by a court of law, the remaining language shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective immediately upon passage and posting.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this ____ day of _____, 2026.

STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

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

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

Mayor Gale	___	___
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RESOLUTION 26-20

A RESOLUTION ADOPTING A SIGN MANAGEMENT, MAINTENANCE & INSPECTION PROGRAM (SMMIP-SIGNS), UTAH

WHEREAS, Morgan City ("the City") is responsible for maintaining safe traffic signage and to establish a proactive, systematic, and defensible approach to ensuring traffic signs are visible, compliant, and effective; and

WHEREAS, this program reduces liability, exposure, and improves roadway safety, while supporting _____ (MUTCD) compliance; and

WHEREAS, the policy also provides for extending the life of the City's sign infrastructure; and

WHEREAS, the Municipality finds it necessary to establish a clear and consistent policy regarding the inspection, maintenance, repair, and replacement of traffic signs within its jurisdiction; and

WHEREAS, the City Council of Morgan City finds it to be in the best interest of the City and its Citizens to approve a Sign Management, Maintenance, and Inspection Program (SMMIP-Signs).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Morgan City as follows:

1. Morgan City hereby adopts the attached Sign Management, Maintenance, and Inspection Program (SMMIP-Signs) which inspection program is attached hereto and incorporated herein by this reference.
2. That City Staff be authorized to implement the program.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this day of , 2026.

STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	___	___	___
Councilmember Wardell	___	___	___
Councilmember McGuire	___	___	___
Councilmember Richins	___	___	___
Councilmember Alexander	___	___	___

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

Mayor Gale ___ ___



Sign Management, Maintenance & Inspection Program (SMMIP-Signs)

Purpose

The purpose of the Sign Management, Maintenance, and Inspection Program (SMMIP-Signs) is to establish a proactive, systematic, and defensible approach to ensuring traffic signs are visible, compliant, and effective. This program reduces liability exposure, improves roadway safety, supports MUTCD compliance, and extends the life of sign infrastructure.

Program Objectives

The SMMIP-Signs is designed to:

- Maintain compliance with MUTCD retroreflectivity standards
- Ensure signs remain visible and legible
- Reduce liability exposure
- Establish a 8-12 year replacement cycle
- Track diamond grade sheeting performance
- Create defensible inspection records
- Improve system wide consistency

Program Scope

This program applies to all traffic signs owned and maintained by Morgan City, including:

- Regulatory signs
- Warning signs
- Guide signs
- Street name signs

Program Components

1. Asset Inventory

All signs will be inventoried using GIS or equivalent system including type, location, install date, sheeting type, and condition.

- Size of sign
- Sheeting type
- Installation date (if known)

2. Replacement Strategy

The city will implement a blanket replacement cycle every 8–12 years based on a 10-year diamond grade sheeting warranty. This ensures consistent performance and reduces uncertainty.

3. Inspection Program

Signs will be inspected on a defined cycle based on risk level:

Area Type	Frequency
Major roads / collectors	Annually
Residential	Every 2–3 years
High-risk signs	Annually
After storms	As needed

Inspections will document condition, reflectivity, damage, and obstructions.

4. Control Sign Performance Testing

- Install 3 signs in direct sunlight
- Store 3 identical signs indoors
- Compare performance over time

5. Condition Rating System

- Priority 3 – Good
- Priority 2 – Moderate
- Priority 1 – Urgent/ASAP

6. Maintenance & Repair Standards

All work will follow MUTCD standards and approved specifications using diamond grade sheeting.

7. Work Order & Tracking System

- Inspection date
- Inspector
- Condition
- Photos
- Repair date

8. Prioritization Framework

- STOP/YIELD signs
- School zones
- High traffic areas
- Visibility concerns

9. Public Reporting & Response

Public concerns will be inspected promptly and corrected based on priority level.

10. Legal & Risk Management Integration

The program demonstrates reasonable care through routine inspections, consistent replacement, and documentation.

Performance Metrics

- Inventory and replacement progress
- System condition and compliance
- Response time and maintenance

Conclusion

A structured program ensures safety, consistency, and reduced liability through proactive management.

Traffic Sign Defects

Traffic sign defects refer to any sign condition that causes or has the potential to cause a safety risk, reduces visibility, or results in noncompliance with applicable standards such as the MUTCD. Defects are identified through routine inspections as well as reports from the public or staff. Each defect is inspected and documented.

The Defect Rating System is as follows:

- **Priority 3 - Watch**
- **Priority 2 - Moderate**
- **Priority 1 - Urgent/ASAP**

Defect descriptions are divided into several categories.

1. Fading / Loss of Retroreflectivity

(Causes: UV exposure, weathering, aging of sheeting material)

- **Priority 3 – Watch**
Slight fading visible during the day, but sign remains fully legible and reflective at night.
- **Priority 2 – Moderate**
Noticeable fading or reduced nighttime reflectivity. Sign remains readable but no longer meets optimal visibility standards. Schedule replacement.
- **Priority 1 – Urgent/ASAP**
Sign is difficult to read at night or in low-light conditions due to significant loss of reflectivity. Immediate replacement required.



(Shown: Priority 1 – Faded)

2. Physical Damage / Structural Issues

(Causes: Vehicle impact, vandalism, weather events)

- **Priority 3 - Watch**
Minor dents, scratches, or slight post leaning that does not affect visibility or function.
- **Priority 2 - Moderate**
Moderate damage such as bent signs, noticeable leaning, or partial obstruction affecting visibility. Schedule repair or replacement.
- **Priority 1 - Urgent/ASAP**
Sign is knocked down, missing, severely damaged, or unreadable. Immediate replacement required.



(Shown: Priority 1 - Physical Damage)

3. Obstruction / Visibility Issues

(Causes: Vegetation growth, snow, parked vehicles, new construction)

- **Priority 3 - Watch**
Minor obstruction that does not significantly impact visibility.
- **Priority 2 - Moderate**
Partial obstruction affecting visibility for approaching drivers. Maintenance required (e.g., trimming).
- **Priority 1 - Urgent/ASAP**
Sign is significantly obstructed or not visible to drivers. Immediate action required.

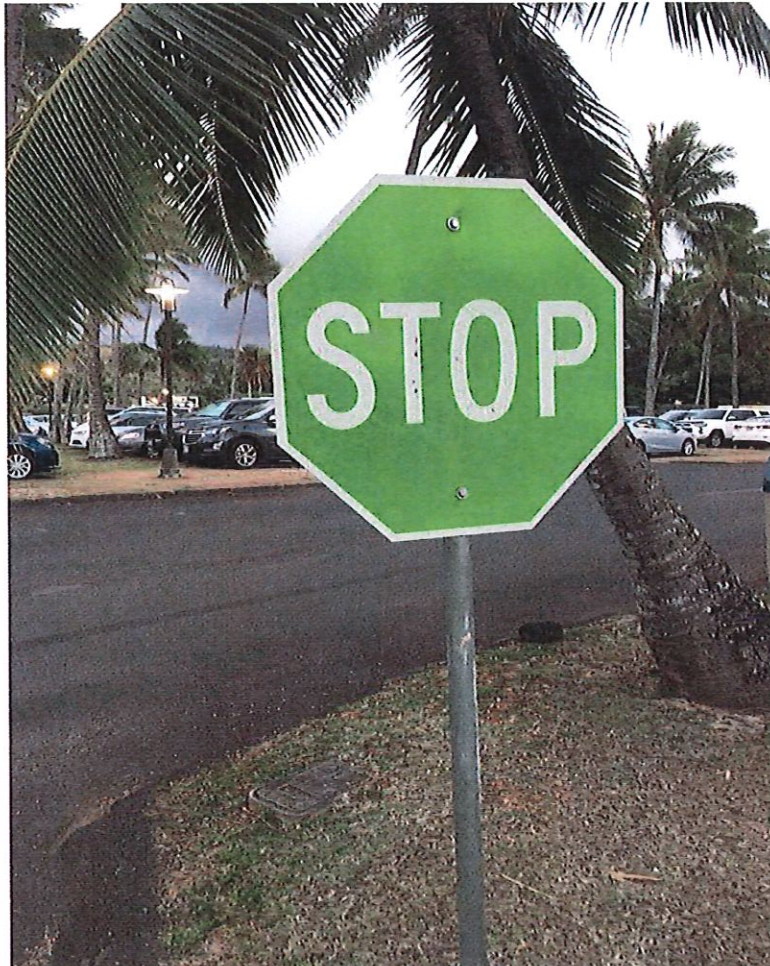


(Shown: Priority 2 - Vegetation Growth)

4. Improper Placement / Compliance Issues

(Causes: installation errors, ground movement, prior non-compliant installs)

- **Priority 3 - Watch**
Slight deviation from standards that does not impact function.
- **Priority 2 - Moderate**
Placement or height does not meet standards and may impact visibility or effectiveness. Schedule correction.
- **Priority 1 - Urgent/ASAP**
Sign placement creates a safety issue (too low, wrong location, incorrect sign). Immediate correction required.



(Shown: Priority 1 - Noncompliance)

RESOLUTION 26-21

**A RESOLUTION ADOPTING A SIDEWALK REPLACEMENT POLICY FOR
MORGAN CITY, UTAH**

WHEREAS, Morgan City ("the City") is responsible for maintaining safe and accessible public rights-of-way; and

WHEREAS, sidewalks are critical components of the City's transportation infrastructure, providing safe pedestrian access and promoting public safety, mobility, and community connectivity; and

WHEREAS, the Municipality finds it necessary to establish a clear and consistent policy regarding the inspection, maintenance, repair, and replacement of sidewalks within its jurisdiction; and

WHEREAS, the City Council of Morgan City finds sit to be in the best interest of the City and its Citizens to approve a Sidewalk Management, Maintenance & Inspection Program (SMMIP–Sidewalk).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Morgan City as follows:

1. Morgan City hereby adopts the attached Sidewalk Management, Maintenance & Inspection Program (SMMIP–Sidewalk), which inspection program is attached hereto and incorporated herein by this reference.
2. That City Staff be authorized to implement the program.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this day of , 2026.

STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	___	___	___
Councilmember Wardell	___	___	___
Councilmember McGuire	___	___	___
Councilmember Richins	___	___	___
Councilmember Alexander	___	___	___

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

Mayor Gale ___ ___



Sidewalk Management, Maintenance & Inspection Program (SMMIP–Sidewalk)

Purpose

The purpose of the Sidewalk Management, Maintenance, and Inspection Program (SMMIP-Sidewalk) is to establish a proactive, systematic, and defensible approach to ensuring sidewalks are safe, accessible, and compliant with applicable standards. This program reduces liability exposure, improves public safety, supports ADA compliance, and extends the life of sidewalk infrastructure.

Program Objectives

The SMMIP–Sidewalk is designed to:

- Identify and correct sidewalk hazards before they cause injury
- Maintain compliance with ADA, PROWAG, and local accessibility requirements
- Reduce slip, trip, and fall claims and associated legal exposure
- Prioritize maintenance funding using risk-based decision making
- Create defensible inspection records and repair histories
- Improve walkability, mobility, and public confidence

Program Scope

This program applies to all sidewalks, curb ramps, pedestrian pathways, crosswalks, and pedestrian-related concrete infrastructure owned, operated, or maintained by the organization, including:

- Public rights-of-way
- Parks, campuses, and public facilities
- Parking lots and internal pedestrian routes
- Trails and shared-use paths

Program Components

1. Asset Inventory

All sidewalks and pedestrian assets should be mapped and inventoried using GIS or an equivalent asset management system. Each segment should include

- Length and width
- Material type
- Installation date (if known)
- ADA features (ramps, landings, detectable warnings)

2. Inspection Program

Sidewalks will be inspected on a defined cycle based on risk level:

Area Type	Inspection Frequency
School, downtown areas and collector routes	Yearly
Residential neighborhoods	Every 2 years
After major storms, during and after construction	As needed

Inspections will document:

- Vertical displacement (lips, cracks, heaving, broken panels)
- Surface defects (spalling, holes)
- ADA compliance (cross slope, running slope)
- ADA ramp condition

3. Segment Condition Statistics

Each sidewalk segment will have statistics and information available for:

- Percentage of segment classified to each rating priority
- Individual hazard severity
- Individual ADA ramp compliance and condition
- Record of complaints or claims

4. Condition Rating System

- Priority 3 – Watch
- Priority 2 – Moderate
- Priority 1 – Urgent/ASAP

5. Maintenance & Repair Standards

Repairs will follow established engineering and accessibility standards including:

- [ADA](#) and [PROWAG](#) requirements
- Local sidewalk design standards

Approved repair methods may include:

- Panel or ramp replacement
- Grinding
- Asphalt or concrete patching
- Mud-jacking or slab leveling

6. Prioritization Framework

Projects will be prioritized using a risk-based model that considers:

- ADA non-compliance
- Pedestrian volume
- Proximity to schools, transit, and public buildings
- Cost vs. benefit

This ensures funding is spent where it reduces the greatest risk and improves accessibility the most.

7. Work Order & Tracking System

All hazards, inspections, and repairs will be tracked in a centralized system that records:

- Date of inspection
- Inspector's name
- Condition ratings
- Photos
- Repair type
- Date of completion
- Contractor or crew

This creates a defensible record for claims, audits, and ADA reviews.

8. Public Reporting & Response

A reporting system will allow the public to submit sidewalk concerns. All complaints will be:

- Inspected within 1 business day
- Assigned a priority level
- Clearly marked with safety yellow paint, barricaded or closed if necessary
- Documented and repair method tracked

9. Legal & Risk Management Integration

The SMMIP creates documented proof of reasonable care by demonstrating:

- Routine inspections
- Timely response to hazards
- Consistent repair standards
- ADA compliance efforts

This reduces exposure in personal injury and accessibility lawsuits.

Performance Metrics

The program will track:

- Areas of sidewalk inspected annually
- Number of hazards
- Defects repaired
- ADA compliance improvements

Conclusion

A formal Sidewalk Management, Maintenance, and Inspection Program allows the organization to move from reactive repairs to a proactive, data-driven system that protects the public, controls costs, improves accessibility, and reduces legal risk.

Sidewalk and Gutter Defects

Sidewalk and gutter defects refer to any sidewalk or gutter anomaly causing or potentially causing a safety risk or functionality issue. Defects are identified through inspections as well as individuals informing the organization of the issue. Each defect is inspected and the information is recorded. The Defect Rating System is as follows:

- **Priority 3 - Watch**
- **Priority 2 - Moderate**
- **Priority 1 - Urgent/ASAP**

Defect descriptions are divided into several categories.

1. Cracked/Broken

(Causes: Compaction issues, heavy drive loads, expansion)

- **Priority 3 – Watch**
Crack or hole is visible but not causing unsafe conditions. (Hairline cracks)
- **Priority 2 – Moderate**
.25-1" of variation - Monitor and schedule repair if between .5" -1"
- **Priority 1 – Urgent/ASAP**
Over 1" of variation - Immediate hazard; temporary mitigation required



(Shown: Priority 1 – Cracking)

2. Settling and Heaving

(Causes: Trees, utilities, poor compaction)

- **Priority 3 - Watch**
Crack or hole is visible but not causing unsafe conditions. (Hairline cracks)
- **Priority 2 - Moderate**
.25-1" of variation - Monitor and schedule repair if between .5"-1"
- **Priority 1 - Urgent/ASAP**
Over 1" of variation - Immediate hazard; temporary mitigation required



(Shown: Priority 1 - Heaving)

3. Spalling

(Causes: Weak surface, freeze/thaw cycles, poor mix design or over finishing)

- **Priority 3 - Watch**
Minimal shallow, random flaking. Up to 25% of the slab.
- **Priority 2 - Moderate**
Over 25% of the slab is spalling. Exposed aggregate, 1/2" recesses.
- **Priority 1 - Urgent/ASAP**
Over 50% of the slab is spalling. Exposed aggregate, 3/4" recesses.



(Priority 1 - Spalling)

4. Drainage

(Causes: Settling, improper grade)

- **Priority 3 – Watch**
Small area puddle.
- **Priority 2 – Moderate**
Water puddles to the road.
- **Priority 1 – Urgent/ASAP**
Water puddles onto the road or approach causing damage, ice buildup, water backup or flooding.



(Shown: Priority 1 – Drainage)

RESOLUTION 26-22

A RESOLUTION APPROVING A SUBDIVISION BOND AGREEMENT FOR IMPROVEMENTS AND A WARRANTY, BETWEEN MORGAN CITY AND ADAMS CONSTRUCTION SERVICES INC.

WHEREAS, Morgan City desires to adopt and approve a Subdivision Bond Agreement for improvements and a warranty, between Morgan City and Adams Construction Services Inc (hereafter Developer) for improvements in the Jones View Subdivision; and

WHEREAS, the City Council of Morgan City finds the Agreement to be in accordance with both State law and Morgan City Ordinance; and

WHEREAS, the City Council has determined it to be in the best interest of the Morgan City to adopt and approve the Subdivision Bond Agreement.

NOW THEREFORE, be it resolved, by the City Council of Morgan City as follows:

1. That the Subdivision Bond Agreement that is attached hereto and incorporated herein by this reference be adopted and approved.
2. That the Mayor be authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this ____ day of _____ 2026.

STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	___	___	___
Councilmember Wardell	___	___	___
Councilmember McGuire	___	___	___
Councilmember Richins	___	___	___
Councilmember Alexander	___	___	___

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

Mayor Gale	___	___
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April 24, 2026

Morgan City
90 West Young Street
Morgan, Utah 84050

Subject: Jones View Subdivision

Mr. Matt Hartvigsen,

Procure & Install 15" RCP storm pipe: Engineer Estimate Total: \$18,850

Our project proposal includes the materials and labor to install 15" RCP pipe, one Morgan City standard inlet catch basin and connect RCP pipe to existing box drain located at 600 North 700 East in Morgan.

Our proposal includes the following items.

Install 250 feet of 15" RCP pipe: excavate trench, install pipe, compact and cover pipe. Restore disturbed road shoulder. \$57 per foot

Catch Basin: install Morgan City standard catch basin. Morgan City to provide elevation and staking for location of basin. \$3,600 for basin and installation.

Connection: Connect 15" RCP storm pipe to catch basin located at 600 North 700 East. \$1,000 for connection to existing catch basin.

Sincerely,

Kipp Adams, PE

**City Engineer's Acceptance of Cost Estimate
for Public Improvements:**

Approved By: *Matthew E. Hartvigsen*

Date: *April 24, 2026*

MORGAN CITY BOND AGREEMENT

(ESCROW FORM)

THIS AGREEMENT, (herein "Agreement"), is entered into this 4 day of May, 2026

***** PARTIES *****

"APPLICANT": Adams Construction Services, Inc
a(n) corporation (corporation, partnership, individual),
address: PO Box 136,
telephone: (801) 694-3262, contact name: Korey Adams,
contact email: koreyadams@adamsconstructionservicesut.com

"DEPOSITORY": Goldenwest Financial Services, LLC dba
Lincoln Title Insurance Agency
a(n) limited liability company (corporation, partnership, individual),
address: 5151 S 400 E #101, Washington Terrace, UT
telephone: (801) 479-4699, contact name: Carrie Brough 84405
contact email: cbrough@lincolntitle.net

"CITY": Morgan City, a municipal corporation of the State of Utah,
address: 90 West Young Street, P.O. Box 1085, Morgan, Utah 84050
telephone: (801) 829-3461 contact name: Janet Pace
contact email: jpace@morganutah.gov

***** RECITALS *****

WHEREAS, APPLICANT desires the following permits and/or approvals (check and complete):

- Subdivision Recordation
- Warranty Only (10% Contingency \$ _____ and 2.5% Inspection \$ _____)
- Other Improvement Costs

from CITY for Jones View subdivision
(description or name of project)

located at 550 North 700 East; and
(street address of project)

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to complete the following improvements, (herein "the Improvements") (check one and complete):

- Specified in Exhibit A, attached hereto and incorporated herein by this reference;
(Engineers Estimate)
- Described as follows _____; and

WHEREAS, CITY will not grant said permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements, if any, and to warrant the Improvements from any defects, which improvements and required warranty are estimated to cost \$ 18,850 and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of CITY; and

WHEREAS, provision has been made by law whereby APPLICANT may file, in lieu of final completion of the Improvements prior to development approval, a guarantee acceptable to CITY to secure the actual construction of the Improvements in a manner satisfactory to CITY in order to obtain pertinent CITY approvals prior to the issuance of said permits.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

* * * * * TERMS AND CONDITIONS * * * * *

1. ADDITIONAL DEFINITIONS.

- 1.1. "APPLICANT", "DEPOSITORY," and "CITY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of APPLICANT and CITY respectively.
- 1.2. "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and/or any other cost and interest thereon incurred by CITY, occasioned by APPLICANT'S failure to perform any and/or all obligations under this Agreement.
- 1.3. "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean, in addition to those acts specified previously, the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by Morgan City ordinance or other applicable law. The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, and/or otherwise available pursuant to the terms of this Agreement.

2. PURPOSE FOR AGREEMENT. The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property and/or improvements improperly completed, undeveloped and/or unproductive.

3. UNRELATED OBLIGATIONS OF APPLICANT. The benefits and protection provided by this Agreement shall inure solely to CITY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. DEPOSITORY and CITY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. CITY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

4. AGREEMENT DOCUMENTS. All data which is used by CITY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. If this Agreement covers improvements required in a subdivision, this Agreement then incorporates herein by reference the subdivision plat, requirements imposed by the City Council or Planning Commission, and all data required by Section 18.16.030 of the Morgan City Code or its successor ordinance.

5. COMPLETION DATE. APPLICANT shall complete the Improvements: (check and complete)

_____ within a period of 18 months from the date this Agreement was entered into;

- or -

X as specified in Exhibit A, attached hereto and incorporated herein by this reference.

6. **SPECIFIC ENFORCEMENT.** APPLICANT and DEPOSITORY have entered into this Agreement with CITY for the purpose of guaranteeing construction of the Improvements. CITY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to CITY. CITY shall also be entitled to specifically enforce DEPOSITORY'S own performance required by this Agreement.

7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES that its obligation to complete and warrant the Improvements and/or fulfill any other obligation under this Agreement, Morgan City ordinances, or other applicable law is independent of any obligation or responsibility of CITY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements is and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements pursuant to this Agreement is independent of any other remedy available to CITY to secure proper completion of the Improvements; (b) that APPLICANT may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude CITY from requiring APPLICANT'S performance under this Agreement; and (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full.

8. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement in any degree, APPLICANT agrees to compensate CITY for all costs, including Incidental Costs, related to APPLICANT'S Failure to Perform its obligation to complete and warrant the Improvements to the extent that such costs are not adequately covered by the Proceeds.

9. **ESCROW ACCOUNT.** As an independent guarantee to CITY, for the purpose of insuring construction and installation of the Improvements, APPLICANT hereby assigns and sets over to CITY all its right, title, and interest in the principle of that certain Escrow Account held by DEPOSITORY in the amount of \$ 18,850, (herein the "Proceeds"), entitled, Jones View Escrow, (insert name/number of Escrow Account) (herein the "Account").

10. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** DEPOSITORY hereby acknowledges that it has, on deposit to the credit of APPLICANT in the account referenced above, the sum mentioned as the Proceeds; that it is aware of, understands, and agrees to each provision of this Agreement; that it agrees to make disbursement of the Proceeds of the account only within the terms as outlined in this Agreement; and that it will hold the Proceeds in the account indefinitely until such time as CITY, in writing, either demands the Proceeds be remitted to CITY or otherwise releases DEPOSITORY from its obligation to hold the Proceeds. Should DEPOSITORY fail to timely perform its obligations as outlined herein or as required by law, DEPOSITORY shall be liable to CITY for all costs incurred by CITY in completing and/or repairing the Improvements, along with any and all incidental costs incurred by CITY in attempting to enforce DEPOSITORY'S obligations under this Agreement or in completing and/or repairing the Improvements as a result of DEPOSITORY'S Failure to Perform its obligations under this Agreement. Furthermore, this paragraph shall not limit the right of CITY to pursue any and all remedies it may have in equity or at law as a result of DEPOSITORY'S Failure to Perform under this Agreement. DEPOSITORY EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES that its obligation under this Agreement is independent of any obligation of CITY, either express or implied. DEPOSITORY agrees that its performance is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development, or upon the sale of any lots or any part of the subdivision or development. DEPOSITORY further acknowledges (a) that its obligation to perform under this Agreement is independent of any other remedy available to CITY to secure proper completion of the Improvements; (b) that DEPOSITORY may not assert as a defense that CITY has remedies against other persons or entities or has other remedies in equity or at law that would otherwise relieve DEPOSITORY of its duty to perform as outlined in this Agreement, or preclude CITY from requiring DEPOSITORY'S performance under this Agreement; and that DEPOSITORY may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement, or preclude CITY from requiring APPLICANT'S performance under this Agreement.

11. **REDUCTION OF PROCEEDS.** As the Improvements are accepted by CITY, a portion of the Proceeds may be released to APPLICANT upon APPLICANT'S written request. Such requests may be made only once every 30 days. The amount of any requested release shall be determined in the sole discretion of CITY. No release shall be authorized until such time as CITY has inspected the Improvements and found them to be in compliance with CITY standards. Completion of Improvements, even if verified by CITY, shall not entitle APPLICANT to an automatic release of any part of the Proceeds. The release of any Proceeds shall be evidenced by the written authorization of CITY.

12. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Improvements by CITY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from CITY expressly acknowledging such.

13. **WARRANTY OF IMPROVEMENTS.** Following final acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall remain free from defects or damage as determined by CITY, such that the Improvements continue to meet CITY standards for one year following said final acceptance.

14. **RETAINAGE.** APPLICANT and DEPOSITORY expressly agree that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT and/or granted by CITY, the Proceeds shall not be released below 90% of the estimated cost of the Improvements, (herein the "Retainage"), as specified herein, for one year following final acceptance of the Improvements. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by CITY, such that the Improvements do not continue to meet CITY standards for one year after said final acceptance. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Improvements if the Retainage is inadequate to cover any such Improvements. At the request of APPLICANT, the Retainage or any part thereof may be replaced with a performance bond of a type and form approved by CITY. APPLICANT, contractor, subcontractor, or other person providing the replacement bond shall be responsible for any substandard or defective Improvements if the Proceeds of said replacement bond are inadequate to cover any such Improvements.

15. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, and agents from and against any and all liability which may arise as a result of the installation of the Improvements prior to CITY'S final acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any improvements which are found to be defective during the one-year warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

16. **RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of CITY pursuant to this Agreement and Morgan City ordinances within the above stated time period(s), CITY agrees, upon written request from the APPLICANT, to execute a written release of the remaining Proceeds. The CITY further agrees to notify APPLICANT of the release of Proceeds by sending a certified letter, return receipt requested, to the APPLICANT at the address indicated in this agreement. The burden shall be upon the APPLICANT to keep the CITY informed of any change in address. For the purpose of this Agreement, the APPLICANT shall have been considered to have received notice if the CITY has sent the notice to the address indicated in this paragraph or at the new address indicated in writing by the APPLICANT. The APPLICANT shall have six (6) months from the date that notice of the release of proceeds was mailed to the APPLICANT to request release of the remaining bond Proceeds. At the expiration of six (6) months, the APPLICANT agrees that any remaining Proceeds shall be released to the CITY. APPLICANT expressly authorizes the release, to the CITY, of any remaining Proceeds, upon production to the Escrow Agent of a return receipt, showing that notice was sent to the address contained in this paragraph and showing the expiration of a six (6) month period of time.

17. **DEMAND FOR AND USE OF PROCEEDS.** In the event the Improvements are not installed to the satisfaction of CITY pursuant to this Agreement and Morgan City ordinances within the above stated time period(s) and/or APPLICANT fails to perform any obligation under this Agreement or Morgan City ordinances, DEPOSITORY shall remit to CITY, upon CITY'S written demand, the Proceeds. CITY may use and expend all the Proceeds or such lesser amount as may be estimated by CITY to be necessary to complete the Improvements as required herein.

18. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to CITY standards, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of DEPOSITORY. Additionally, no further permits or business license shall be issued, and/or any existing permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by the City Manager until the Improvements are completed, or, until a new bond acceptable to CITY has been executed to insure completion of the remaining Improvements. Furthermore, the cost of completion of the Improvements shall include reimbursement to CITY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Improvements and/or collecting the Proceeds.

19. **INCIDENTAL COSTS.** If upon CITY'S written notice to DEPOSITORY of APPLICANT'S Failure to Perform the Proceeds are not remitted to CITY within 30 days of demand, then CITY'S costs of obtaining the Proceeds

and/or completing the Improvements and all incidental costs shall be added to the amount due CITY from DEPOSITORY, and shall be paid to CITY in addition to and with the Proceeds.

20. **ACCESS TO PROPERTY.** Should CITY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to CITY, and any contractor or other agent hired by CITY, the right of access to the project property to complete the Improvements.

21. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the one-year warranty period discussed above, CITY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from notice from CITY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by CITY, which shall be specified in the notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, CITY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by CITY.

22. **INSURANCE.** Should CITY elect to install, complete, or remedy any defect in or damage to the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by CITY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by CITY. APPLICANT shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. CITY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by CITY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments. APPLICANT further expressly agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees for or from any damage or loss suffered or any judgment resulting from the work of any contractor or agent hired by CITY to install, complete, or remedy any defect in or damage to the Improvements.

23. **NOTICE.** Notice to APPLICANT or CITY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

24. **MECHANIC/MATERIAL LIENS.** Should CITY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless CITY from and against any liability which exceeds the bond amount for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by CITY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

25. **FAILURE TO PERFORM.** In addition to those events previously or subsequently described herein, the following shall be considered Failure to Perform on the part of APPLICANT, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement or any and all remedies it may have in equity or at law: APPLICANT'S abandonment of the project as determined by CITY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; the project property being conveyed in lieu of foreclosure.

26. **WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

27. **ATTORNEYS FEES.** In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by Morgan City ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

30. **INDUCEMENT; INTEGRATION; MODIFICATION; CAPTIONS; SEVERABILITY.**

- 30.1. The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.
- 30.2. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.
- 30.3. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- 30.4. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or described the scope, content, or intent of any part or parts of this Agreement.
- 30.5. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES TO FOLLOW]

WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT:

[Handwritten Signature]
Applicant Signature

Lorey Adams
Printed Name

Owner/manager
Title

DEPOSITORY:

[Handwritten Signature]
Depository Signature

Carrie L Brough
Printed Name

Escrow Officer
Title

(Applicant and Depository Signatures Must Be Notarized on the Following Page)

MORGAN CITY:

STEVE GALE, Mayor

TY BAILEY, City Manager

ATTEST:

JANET PACE, City Recorder

APPROVED AS TO FORM:

GARY R. CRANE, City Attorney

Date

APPLICANT NOTARY

(Complete only if signing as an Individual)

STATE OF _____)
:SS
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____ signer(s) of the foregoing Morgan City Bond Agreement (Escrow Form) who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF Utah)
:SS
COUNTY OF Weber)

On this 4 day of May, 2026, personally appeared before me Corey Adams who being by me duly sworn did say that he/she is the Owner/Manager of Adams Construction Services, Inc. a Utah corporation/partnership, and that the foregoing Morgan City Bond Agreement (Escrow Form) was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.



Signature of Carrie L. Brough
NOTARY PUBLIC

**

(Complete only if signing on behalf of a Limited Liability Company)

STATE OF _____)
:SS
COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me who being by me duly sworn did say that he/she is the _____ of _____, a limited liability company, and that the foregoing Morgan City Bond Agreement (Escrow Form) was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

NOTARY PUBLIC



5151 S 400 E - Suite 101
Washington Terrace, UT 84405
Ph. 801.479.4699
Fax: 866-610-7167

RECEIPT FOR FUNDS

Receipt No.: 300009
Goldenwest Federal Credit Union - Trust Account x1862

Date: May 4, 2026

File No.: JonesViewEscrow

Settlement Agency: Lincoln Title Insurance Agency
Closer: Carrie L. Brough


Lender: _____
Property: 550 north 700 East, Morgan, UT 84050
Buyer: Adams Construction Services

Seller: _____
From: Adams Construction Services
For: Buyer

Amount Received: **\$18,850.00**

Instrument: Check No. 1657

Received By: _____


Nicole Treasure

Lincoln Title Insurance Agency, Inc. is an Equal Opportunity Lender.

CASH ONLY IF ALL Checkbook SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



Adams Construction Services
PO Box 136
Morgan, UT 84050
801-694-3262

Goldenwest FCU
Morgan, 84050
97-7761/3243

1657

05/04/2026

PAY TO THE ORDER OF Lincoln Title

\$ **18,850.00

Eighteen thousand eight hundred fifty and 00/100***** DOLLARS

Lincoln Title
5151 S 400 E, Ste 101
Washington Terrace, UT 84405

MEMO

Bond-Morgan City Storm Water Pipe

⑈001657⑈ ⑆324377613⑆ 190003301682⑈

Adams Construction Services

1657

05/04/2026

Lincoln Title

Escrow for Morgan City-Jones Duplex Unit

18,850.00

Golden West Credit Union (Checking)

Bond-Morgan City Storm Water Pipe

18,850.00

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