# MORGAN CITY

# Electronic Council Meeting

07-14-20

6:00 p.m.

**CITY COUNCIL MEETING AGENDA**
**JULY 14, 2020 – 6:00 P.M.**
**MORGAN, UTAH**

Public Invited to Attend by: YouTube recording on morgancityut.org

Public meetings will be held electronically in accordance with Executive Order 2020-1; Suspending the Enforcement of the Provisions of Utah Code 52-4-202 and 52-4-207 by Governor Gary Herbert on March 18, 2020, due to Infectious Disease, Coronavirus (COVID-19). **No physical meeting location will be available.** The public is invited to listen to the open portions of the meeting by watching the YouTube recording on the City's website - mogancityut.org.

**PUBLIC COMMENTS:** If you choose to make a comment during the public comment portion of the agenda, please contact the City Recorder at (801) 829-3461 or dwoods@morgancityut.org prior to the meeting for instructions to join the meeting electronically.

**WELCOME – CALL MEETING TO ORDER:** Mayor Ray W. Little

**PLEDGE OF ALLEGIANCE AND OPENING CEREMONY**

**CONSENT AGENDA:**

1. Discussion and/or Action to Consider Approval of the Following:
   a. City Council Meeting Minutes – June 9, 2020
   b. City Council Meeting Minutes – June 23, 2020
   c. Warrants

**VERBAL PETITIONS AND PRESENTATIONS:**

**2.** Presentation – Morgan Chamber of Commerce – Traca Wardell

**ACTIVE AGENDA:**

3. Public Comments (Time has been set aside for the public to express their ideas, concerns, and comments. Comments are limited to 3 minutes per person with a total of 30 minutes for this item. Open Comment Cards are available on the City's website, morgancityut.org, and are to be filled out and submitted to the City Recorder prior to the meeting.)
4. Mountain Vista Villas – Conditional Acceptance
5. Resolution 20-17 – Letter of Understanding Between Morgan City and Morgan Secondary Water Association
6. Resolution 20-21 – Land Purchase Agreement – HSC Morgan, LLC – Located at Approximately 68 West 275 North, Morgan, Utah
7. Resolution 20-22 – Long-Term Storm Water Management Agreement Between Morgan City and Wardell Brothers Construction, Inc.
8. Resolution 20-23 – Culinary Water Line Non-Exclusive Easement Between Morgan Hotel, C Street, LLC, and Morgan City Corporation
9. Adoption of Capital Improvement List
10. Ordinance 20-03 – Amendment to Title 1, Chapter 1.15 – Consolidated Fee Schedule
11. City Reports and Business:
    A. City Manager
       COVID-19
       UTOPIA

Water Line Project
Caboose

B. Mayor and Council

12. Adjournment

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The Council at its discretion may rearrange the order of any item(s) on the agenda. In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting. This meeting may be held electronically to allow a member to participate.

Notice is hereby given that by motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.

Morgan City invites any person, church or other civic organization to contact the Mayor, to be scheduled for presenting a thought, reading, opening remarks, or invocation in the opening ceremony portion of the public meeting. Written invitations will be made by the Mayor to those who wish to participate.

The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Morgan City limits on this **9th day of July, 2020** at Morgan City Hall, on the Utah State Public Notice Website, at morgancityut.org, and three public places within the City. The 2020 meeting schedule was also published in the Morgan County News on December 6, 2019.

Denise Woods, CMC, City Recorder

**MINUTES OF MORGAN CITY COUNCIL ELECTRONIC MEETING** — **June 9, 2020; 6:00 P.M.**

**MAYOR AND COUNCILMEMBERS PRESENT ELECTRONICALLY:** **Mayor Ray W. Little, Tony London, Eric Turner, Jeffery Richins, and Dave Alexander**

**Jeff Wardell joined the meeting after the closing of the public hearing**

**STAFF PRESENT ELECTRONICALLY:** **Ty Bailey, City Manager; Gary Crane, City Attorney; and Teresa Shope**

**OTHERS PRESENT ELECTRONICALLY:** **Ryan Child, Child Richards CPAs and Advisors, Carson Farnsworth, and Chad Kramer**

**This meeting was held electronically in accordance with Executive Order 2020-1; Suspending the Enforcement of the Provisions of Utah Code 52-4-202 and 52-4-207 by Governor Gary Herbert on March 18, 2020, due to Infectious Disease, Coronavirus (COVID19).**

This meeting was called to order by Mayor Ray W. Little.

The pledge of allegiance was led by City Manager Ty Bailey.

The opening ceremony was presented by Councilmember Eric Turner.

## MINUTES AND WARRANTS

**MOTION:** Councilmember Tony London moved to approve the following:

Minutes of the City Council Electronic Meeting – April 28, 2020
Minutes of the City Council Electronic Meeting – May 12, 2020
Warrants

**SECOND:** Councilmember Jeffery Richins

The vote was unanimous to approve the minutes as written and one set of warrants. Councilmember Wardell not present.

## CITIZEN COMMENTS

Mayor stated he had been in contact with City Recorder Denise Woods to see if there had been any request for citizen comment. Mayor stated Denise did not have any requests. Mayor asked Teresa Shope acting Recorder if she had received any request to participate in the citizen comments. Teresa Shope stated she had not.

## INTRODUCTION OF NEW EMPLOYEES

Chad Kramer, Water/Wastewater Operator

Ty Bailey, City Manager, welcomed Chad Kramer as a new employee as a Water/Wastewater Operator. Ty stated Chad was replacing Chris Hansen as Chris was retiring at the end of the month. The City will host an open house for Chris Hansen on June 18th after 31 years of service. Ty asked Chad to introduce himself.

Chad Kramer stated he was excited to work for Morgan City and that he had learned a lot from Chris Hansen already. Chad expressed his respect to Chris and stated Chris was a really good guy.

Councilmember London asked Chad where he was from. Chad stated he was from Magna, Utah and was currently living in Oakley, Utah. Councilmember Alexander asked if Chad could be commuting daily from Oakley and how long did it take. Chad stated he had been commuting and would continue, that it took approximately 30 to 45 minutes between his home and the Morgan City shop.

Mayor expressed appreciation for Chad's willingness to come to Morgan City with his background and credentials. Mayor said he had talked to staff and staff was pleased with Chad's performance so far. Mayor welcomed Chad.

Councilmember London asked if Chad had any certifications. Chad indicated he currently held 3 certifications in wastewater and 2 certifications in water distribution. Councilmember London welcomed Chad.

Carson Farnsworth, Grounds Maintenance

Ty introduced Carson as our newest Grounds Maintenance worker. Carson just graduated, applied to work for the City and has already jumped in digging gravels and such. Carson had a shorter commute that Chad as he lived in Porterville. Ty asked Cason to introduce himself.

Carson Farnsworth stated he liked to work outside and especially enjoyed participating in teamwork. Carson said he liked giving back to the community and with this position he felt he could accomplish that. Carson stated he had especially enjoyed the look on people's faces when they came to the South Morgan Cemetery and they were pleased. Carson stated he loved the work.

Mayor asked if anyone had and questions for Carson. Councilmember Alexander ask how long Carson had lived in Morgan. Carson indicated he moved to Morgan when he was 8 years old and had loved living here.

Mayor stated the City enjoyed his enthusiasm and were excited to have such an energetic, committed employee and welcomed Carson as an employee of Morgan City.

## NEW BUSINESS

## RESOLUTION 20-17 – LETTER OF UNDERSTANDING BETWEEN MORGAN CITY AND MORGAN SECONDARY WATER ASSOCIATION.

Mayor stated Resolution 20-17 would be removed from the agenda this evening and would appear at another time. Mayor indicated work still needed to be done to the document and more communication with Morgan Secondary Water Board as well.

**PUBLIC HEARING**

**RESOLUTION 20-16 – OPEN AND ADJUST 2019 – 2020 FISCAL YEAR BUDGETS; APPROVING TRANSFER/LOAN FROM ELECTRIC FUND TO WATER FUND.**

**MOTION:** Councilmember Turner moved to open the public hearing.

**SECOND:** Councilmember London

**Discussion on the Motion:** None.

**ROLL CALL VOTE:** Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye
Dave Alexander - aye

Vote was 4 ayes with Jeff Wardell not in attendance; Motion passed unanimously to open the public hearing to open and adjust the 2019 – 2020 Fiscal Year Budgets and approve transfer/loan from Electric Fund to Water Fund.

Mayor asked Ty to take a minute to discuss what opening and adjusting the budget accomplished, plus briefly discuss the purpose of the transfer/loan. Ty stated the City had the opportunity at any time throughout the year to open and adjust the budget. As we were close to closing this year's fiscal budget, we reviewed the budget to see how close we were in our expenditures and were able to make line item adjustments.

This opening was a request for a transfer of $250,000 from the Electric Department funds to the Water Departments funds and was a loan to support the water line project that was just awarded. The payback process was outlined in the packet which indicated payback was 10 years at 1 ½%. Ty stated the other line items also addressed as the City was tasked with the challenges of having summer projects with a fiscal year budget ending and a new one beginning in July.

Mayor thanked Ty for the brief description during the public hearing.

**Public Comments:** None.

**MOTION:** Councilmember Turner moved to close the public hearing.

**SECOND:** Councilmember London

**Discussion on the Motion:** None

**ROLL CALL VOTE:** Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye
Dave Alexander - aye

Vote was 4 ayes with Jeff Wardell not in attendance; Motion passed unanimously to close the public hearing to open and adjust the 2019 – 2020 Fiscal Year Budgets and approve transfer/loan from Electric Fund to Water Fund.

Proceeding the opening and closing of the public hearing, Jeff Wardell was able to join the meeting and was in attendance.

**RESOLUTION 20-16 – OPEN AND ADJUST 2019 – 2020 FISCAL YEAR BUDGETS; APPROVING TRANSFER/LOAN FROM ELECTRIC FUND TO WATER FUND.**

Ty stated one of the biggest changes since the last meeting was the CARES Act money. There was a new revenue line item for Federal Grant revenue. The Federal Grant line item is $126,327 which was the first of the States allotment. The allotment was to take care of COVID expenses. On the expense side there was a new department created with new expenditure line items to identify those expenditures. Ty explained the items that would or have been used for the COVID expenses that would not normally be something the City would identify in a budget.

The bridge project had transfers to the Capital project of $500,000. At the last meeting there was a discussion about the grant money and the match Morgan City was to provide. After a discussion with UDOT, Morgan City will be required to come up with the rest of the money. Of the estimated cities portion of 1.8-million-dollar project, there was a need to bond $600,000. We would be doing the next year's budget at the next meeting which we had included another $150,000 towards this project. This will allow a couple of options. The City will need to identify the revenue source to finish the bridge.

Councilmember London asked if the quarter percent sales tax could be used towards the bridge and an approximate amount of revenue to be collected. Ty indicated the tax could be used towards the bridge and the estimate was approximately $170,000. Ty discussed bonding and the need to identify a revenue source which the sales tax would be a good choice.

Councilmember Alexander indicated at the last meeting it seemed to be that there would not be a lot of money the City would need to come up with. Ty stated the conversation was with the project manager who looked at the overall project and gave numbers stated you're funded and good to go. Ty discussed the process of trying to find an award document which led to talking to the finance department. That conversation led to details of the award and the application of the scope of work which cannot be altered after being granted the award.

Councilmember London asked about the estimated cost of the project and how it was created. Ty stated the estimate included the cost, inflation, as well as repairs and maintenance of the bridge. This accounted for the additional cost above the awarded 2 million dollars. Councilmember Turner stated it would be interesting to see what the actual numbers were and asked when the project would go out for bid. Ty stated as early as July as UDOT was just finishing the list of approved engineers. Once that was accomplished, UDOT would assemble teams to work on the project. Ty stated this presentation was the budget scenario and next meeting the Council will have a lot more to talk about.

Councilmember Turner asked about the CARES money and how long the monies would be available as we currently did not have a lot of expenditures on the books and we did not know how long this pandemic would last. Ty indicated the money was available until December for the first round of allotment. We were not sure on the second round. The City didn't want to spend outside the perimeters, so we had been cautious with spending. Ty stated he was looking at the shop to be remote and has already started plans for a plexiglass closure in the front lobby. The money was there to help create new ways of conducting business.

**MOTION:** Councilmember Alexander moved to adopt Resolution 20-16 – A resolution opening and adjusting the 2019 – 2020 Fiscal Year Budgets and approving a transfer/loan from the Electric Fund to the Water Fund.

**SECOND:** Councilmember Turner

**ROLL CALL VOTE:** Jeffery Richins – aye
David Alexander – aye
Jeff Wardell – aye
Tony London – aye
Eric Turner – aye

Vote was 5 ayes; Motion passed unanimously to adopt Resolution 20-16 – A resolution opening and adjusting the 2019 – 2020 Fiscal Year Budgets and approving a transfer/loan from the Electric Fund to the Water Fund.

## CITY REPORTS AND BUSINESS

### City Manager

**COVID-19 Update** – We were not turning off customers that were late in payment on utilities and yet we had not had a significant increase. Office was still closed. Had hoped to reopen the doors when the State moved to yellow but then there had been a spike. Currently, 5 people in Morgan had the virus. Employees were accommodating residents and were available during business hours.

Councilmember Alexander questioned the number of people unable to pay. Ty stated the City had only one resident call regarding their situation and yet they had stayed current. It was hard to say what would happen when the stimulus money and the $600 unemployment incentive money ran out in July. We could get an increase at that time.

**Operation Graduation – Morgan High School** – The contribution was $500 for cleanup. A representative usually came to Council to report back but with the pandemic, that would most likely not occur.

**Flags – Morgan High School Cheerleaders** – Morgan City will be supporting the cheerleaders as the City had done in the past.

**Coronavirus Relief Fund Utah Local Government Agreement** – not discussed.

**UTOPIA Update** – Ty updated the Council stating there are 546 connections as of this date.

### Mayor and Council

Councilmember Alexander advised the Council that the June Planning Commission meeting had been cancelled due to no agenda items being submitted.

No other updates.

This meeting was adjourned at 7:10 p.m.

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Teresa Shope, Acting City Recorder

These minutes were approved at the July 14, 2020 meeting.

**MINUTES OF MORGAN CITY COUNCIL ELECTRONIC MEETING** — **June 23, 2020; 6:01 P.M.**

**MAYOR AND COUNCILMEMBERS PRESENT ELECTRONICALLY:** — **Mayor Ray W. Little, Tony London, Eric Turner, Jeffery Richins, and Dave Alexander**

**STAFF PRESENT ELECTRONICALLY:** — **Ty Bailey, City Manager; Gary Crane, City Attorney; and Denise Woods**

**EXCUSED:** — **Jeff Wardell**

**This meeting was held electronically in accordance with Executive Order 2020-1; Suspending the Enforcement of the Provisions of Utah Code 52-4-202 and 52-4-207 by Governor Gary Herbert on March 18, 2020, due to Infectious Disease, Coronavirus (COVID-19).**

This meeting was called to order by Mayor Ray W. Little.

The pledge of allegiance was led by Councilmember Alexander

The opening ceremony was presented by Councilmember Richins

## MINUTES AND WARRANTS

**MOTION:** Councilmember Alexander moved to approve the set of warrants presented to the Council for review.

**SECOND:** Councilmember London

The vote was unanimous to approve the one set of warrants.

## CITIZEN COMMENTS

No comments – Denise Woods, City Recorder stated no requests had been received to join electronic meeting to make comments.

## NEW BUSINESS

## FINAL ACCEPTANCE – MOUNTAIN VISTA SUBDIVISION AMENDED – PHASES 1 AND 2

Mayor Little explained the subdivision approval process. He stated the City had received a letter from Brent Slater, JA Jones & Associates, indicating all inspections of the improvements for the Mountain Vista Subdivision Phases 1 and 2 had been completed satisfactorily and met the minimum requirements of Morgan City Development Standards and recommended final approval of Phases 1 and 2 of the Mountain Vista Subdivision Amended and the escrow amounts to be released for each Phase.

**MOTION:** Councilmember London moved to grant final acceptance to Mountain Vista Subdivision Phase 1 and Phase 2 and release the escrow amounts for each phase; Phase 1 - $57,531.11 and Phase 2 - $86,366.66.

**SECOND:** Councilmember Turner

**Discussion on the Motion:** None

Vote was 4 ayes; Motion passed unanimously to grant final acceptance to Mountain Vista Subdivision Phase 1 and Phase 2 and release the escrow amounts for each Phase; Phase 1 - $57,531.11 and Phase 2 - $86,366.66; Councilmember Wardell was absent.

**PUBLIC HEARINGS**

**RESOLUTION 20-18 – FINAL ADOPTION OF THE 2020 – 2021 FISCAL YEAR BUDGET**

**RESOLUTION 20-19 – ADOPTION OF THE 2020 CERTIFIED TAX RATES AND PROPERTY TAX REVENUE BUDGET AMOUNTS**

**ORDINANCE 20-01 – ENACTING TITLE 1, CHAPTER 1.24, ARTICLE 1.24D OF THE MORGAN CITY CODE ENACTING THE CITY'S LOCAL OPTION SALES AND USE TAX FOR PRIORITY TRANSPORTATION NEEDS**

**ORDINANCE 20-02 – ADOPTION OF THE SCHEDULE OF COMPENSATION FOR ELECTED, STATUTORY, AND APPOINTED OFFICERS OF MORGAN CITY**

**MOTION:** Councilmember Turner moved to open the public hearing.

**SECOND:** Councilmember London

**Discussion on the Motion:** None

Vote was 4 ayes; Motion passed unanimously to open the public hearing; Councilmember Wardell was absent.

**Public Comments:** None – Denise Woods, City Recorder stated no requests had been received to join the electronic public hearing.

Mayor gave a brief description of each item listed for the public hearing. He proposed a change in the order of items 4 and 5 on the agenda to discuss the certified tax rate first.

**Resolution 20-19 – Adoption of the 2020 Certified Tax Rates and Property Tax Revenue Budget Amounts** – Mayor explained the City had received the proposed certified tax rate provided by the state. The proposed tax rate was 0.001524 and the revenue amount was $354,829.00.

**Resolution 20-18 – Adoption of the 2020 – 2021 Fiscal Year Budget** – Mayor explained Resolution 20-18 would adopt and approve the final budget for the 2020 – 2021 Fiscal Year. He said if the Council decided to have a truth in taxation hearing regarding the certified tax rate the amount of revenue listed in the final budget would change.

**Ordinance 20-01 – Enacting City's Local Option Sales and Use Tax for Priority Transportation Needs** – Mayor expressed appreciation to Gary Crane, City Attorney, for his work during the legislative session regarding this issue. He explained the City had the opportunity to impose a sales and use tax up to .30% and the money received from this tax would be an income source for the construction of the Young Street Bridge.

**Ordinance 20-02 – Adoption of the Schedule of Compensation for Elected, Statutory, and Appointed Officers of Morgan City** – Mayor said each year the schedule of compensation for elected, statutory, and appointed officers was adopted by ordinance and was available for the public to review.

**MOTION:** Councilmember Turner moved to close the public hearing.

**SECOND:** Councilmember Alexander

**Discussion on the Motion:** None

Vote was 4 ayes; Motion passed unanimously to close the public; Councilmember Wardell was absent.

Mayor asked the Council for their approval to discuss the certified tax rate before discussing the final budget for 2020 – 2021 Fiscal Year. Council approved the change in the order of the agenda items.

**RESOLUTION 20-19 – ADOPTION OF THE 2020 CERTIFIED TAX RATES AND PROPERTY TAX REVENUE BUDGET AMOUNTS**

Ty Bailey, City Manager, explained the certified tax rate came in at 0.001524 which was a smaller rate but was based on revenue generation. He stated the new rate increased the tax revenue by approximately $4,000 from last year. He stated last year the City received $366,000 in tax revenue and it was the amount put in the budget for the 2020 – 2021 fiscal year. He said if the Council approved the amount of revenue in the budget it would prompt a tax increase and a truth in taxation hearing would be required. He said this would postpone the adoption of the final budget and the certified tax rate until after the truth in taxation hearing in August.

Ty displayed a document which outlined the City's history regarding property tax. He stated the City adopted the certified tax rate proposed by the state each year and had not increased the tax rate for Morgan City. He explained each option listed on the document:

- Option 1 – Approve the certified tax rate of 0.001524 with the revenue of $354,829. A home with a taxable value of $320,000 would pay $268 in City property tax each year.
- Option 2 – Truth in Taxation Hearing before August 17th and postpone adoption of final budget until after hearing. Keep the tax rate of 2019 (0.001544) and generate $359,020 in revenue – 1.28% tax increase. An increase of $3.52 per year on a home with a taxable value of $320,000.
- Option 3 – Truth in Taxation Hearing before August 17th and postpone adoption of final budget until after hearing. Propose a new tax rate of 0.00155 and generate $362,000 in revenue – a 2% tax increase. An increase of $5.46 per year on a home with a taxable value of $320,000.

Discussion of several issues regarding truth in taxation hearing:

- Revenue increased a small amount;
- Wait until more revenue needed to be generated for a project;
- Do small incremental increases or wait and do a large one-time increase;
- As City grows try to keep up with costs;
- Improvements have been made through grants, but maintenance of those improvements needed to be made;

Gary Crane, City Attorney, explained different philosophies among cities regarding property tax increases. He said several cities do truth in taxation every year to keep up with inflation and cost of living. Specifically, they do it for the purpose of not having the shock of a huge increase in property taxes. He said other cities hold the same tax rate from year to year and this would yield a higher tax increase due to

increased property values. He said unless you do something to change the property tax rate, you get the same amount of money you received the year before with a small incremental increase for growth.

Councilmember Alexander asked if property value increased did the certified tax rate decrease.

Gary said yes, the revenue stayed neutral.

Ty said the tax increase was based on revenue need and with the projects projected for this year it was a budget need this year. He stated truth in taxation was for transparency and communicating the reality of revenue and expenditures necessary each year to accomplish the needs of the city.

Councilmember London said Morgan City had never raised the property tax rate and he would be curious if a truth in taxation hearing was held what the response would be from the community. He clarified even if a hearing was held, the City could go back and accept the certified tax rate instead of making an increase.

Ty explained amounts in the budget which would be transferred for the construction of the Young Street Bridge. If the Local Option Sales Tax was approved all the money received would go towards the Young Street Bridge Project.

Councilmember Turner made several points:

- Ask what the responsible thing was to do for the current situation and also into the future;
- If the public was made aware of the projects the tax increase would fund, would they approve of the increase;
- The City ran on a limited budget and current road projects couldn't be completed as needed; and
- Would the public be interested in attending a truth in taxation hearing?

Mayor said the City didn't control the assessed evaluation of the property and it was the reason that revenue had increased even though the certified tax rate had decreased.

Gary said the goal of the state was to receive the same amount each year with a small increase for growth, unless you go through a truth in taxation hearing.

Discussion points regarding COVID-19:

- Property values increasing/decreasing – currently increasing;
- Construction still happening;
- Property values didn't change dramatically, but the amount of people paying their taxes decreased and revenue would be affected – decreased.

Councilmember Alexander suggested waiting for a year and determining the philosophy of the City moving forward regarding taxes.

**MOTION:** Councilmember London moved to adopt Option 2 - Adopt the certified tax rate from last year of .001544 and which generated $359,020 in revenue and initiated a truth in taxation hearing.

**SECOND:** Councilmember Turner

Gary explained the process of the truth in taxation hearing and it needed to be completed before August 17th.

- Notice sent out regarding the date of the public hearing to consider the tax increase;

- Notice is prescribed in state law;
- Notice advertised as regular meetings are advertised (Public Notice Website, City Website, and Posted in 3 placed within City)
- Mailed to every property owner;
- Hearing held by August 17th – Decision made at hearing whether to increase property taxes;
- Notice sent to State Tax Commission of decision.

**Discussion on the Motion:** None.

**ROLL CALL VOTE:** Dave Alexander – nay
Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 3 ayes and 1 nay; Motion passed to adopt Option 2 - Adopt the certified tax rate from last year (2019) of .001544 and which generated $359,020 in revenue and initiated a truth in taxation hearing.

**RESOLUTION 20-18 – FINAL ADOPTION OF THE 2020 – 2021 FISCAL YEAR BUDGET**

Mayor explained this Resolution would be tabled until the certified tax rate was adopted.

**MOTION:** Councilmember London moved to table Resolution 20-18 – Final adoption of the 2020 – 2021 Fiscal Year Budget to a date when the certified tax rate is adopted.

**SECOND:** Councilmember Alexander

**Discussion on the Motion:** None.

**ROLL CALL VOTE:** Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 4 ayes; Motion passed unanimously to table Resolution 20-18 – Final adoption the 2020 – 2021 Fiscal Year Budget to a date when the certified tax rate is adopted; Councilmember Wardell was absent.

**ORDINANCE 20-01 – ENACTING TITLE 1, CHAPTER 1.24, ARTICLE 1.24D OF THE MORGAN CITY CODE ENACTING THE CITY'S LOCAL OPTION SALES AND USE TAX FOR PRIORITY TRANSPORTATION NEEDS**

Mayor explained Ordinance 20-01 which enabled the City's option to charge a sales and use tax on sale items for priority transportation needs, but it didn't apply to non-prepared food items from the grocery store. He stated if the tax was adopted and approved tonight a notice would be sent to the State Tax Commission within fifteen (15) days. The State Tax Commission would have a ninety (90) day period to review and the tax would take effect the first day of the first full quarter – January 1, 2021. He said the money received from this tax could be used for transportation needs of all kind, i.e. trails, sidewalks, roads, etc, and would be a funding source for the Young Street Bridge. He said the Council could adopt a tax up to .30%.

Councilmember London asked how this would affect the auto dealerships.

Ty displayed a document on the screen which showed comparisons of sales tax rates of surrounding cities. Most cities rates were more than 1% higher than Morgan's tax rate. He said the two dealerships combined represented one-third of the City's sales tax revenue. He had attempted to reach both dealerships to invite them to join the discussion but hadn't heard back. He referred to the document which showed a historical comparison with Riverdale and Morgan City's sales tax was lower and in 2019 – 2020 the difference was 1.25% below Riverdale. He said the dealerships would still have an advantage regarding the amount of sales tax charged in Morgan City and the City needed to take advantage of the opportunities provided by the state to increase our revenues and take care of our transportation needs. There were 5 options available and Morgan City was eligible for three of those options. He stated if the Council adopted a .25% tax the City would still be 1% less than Riverdale and the dealerships would still have that advantage.

Councilmember Alexander asked how the sales tax rate was broken down.

Ty explained how the sales tax rate was distributed between the state, city and county and the reason the other cities rates were higher was because the cities and/or the counties had adopted the other options available to them from the state. He said the third quarter option would be available to the City and a resolution had been passed notifying the County the City supported the tax. If the County imposed the tax the amount would be split between the City and County and would be collected on sales throughout the County. The tax proposed by Ordinance 20-01 would only be collected on sales within the City. He said a tax at .25% would generate an estimated $171,220 per year and .30% would generate an estimated $206,464 towards the City's transportation needs.

**MOTION:** Councilmember Turner moved to adopt Ordinance 20-01 – An ordinance enacting Title 1, Chapter 1.24, Article 1.24D of the Morgan City Code enacting the City's Local Option Sales and Use Tax for Priority Transportation Needs at the rate of .25%.

**SECOND:** Councilmember Alexander

**Discussion on the Motion:** None

**ROLL CALL VOTE:** Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 4 ayes; Motion passed unanimously to adopt Ordinance 20-01 – An ordinance enacting Title 1, Chapter 1.24, Article 1.24D of the Morgan City Code enacting the City's Local Option Sales and Use Tax for Priority Transportation Needs at the rate of .25%; Councilmember Wardell was absent.

Councilmember Alexander made some technical changes to the Ordinance:

- Include Local in title – Local Option Sales and Use Tax;
- Capitalize the letter D in paragraph 1.24D-3 on page 2; and
- Paragraph 1.24D-5 change Tax Commission to State Tax Commission.

**ORDINANCE 20-02 – ADOPTION OF THE SCHEDULE OF COMPENSATION FOR ELECTED, STATUTORY, AND APPOINTED OFFICERS OF MORGAN CITY**

Mayor said Ordinance 20-02 was regarding the compensation schedule for elected, statutory, and appointed officers of Morgan City.

**MOTION:** Councilmember Turner moved to adopt Ordinance 20-02 – An ordinance adopting the schedule of compensation for elected, statutory, and appointed officers of Morgan City; providing for repealer; provided for severability; and providing for an effective date.

**SECOND:** Councilmember Alexander

**Discussion on the Motion:** None

**ROLL CALL VOTE:** Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 4 ayes; Motion passed unanimously to adopt Ordinance 20-02 – An ordinance adopting the schedule of compensation for elected, statutory, and appointed officers of Morgan City; providing for repealer; provided for severability; and providing for an effective date.

Mayor suggested amending the agenda by moving the closed session to the last item on the agenda. Councilmembers agreed.

**CITY REPORTS AND BUSINESS**

Ty updated the Council regarding the following items:

**UTOPIA** – 578 connections and with the City connections we have a total of 598 connections. The break-even number of connections under the agreement was 502.

**COVID-19** – There were 17 cases with 10 recovered in Morgan County. The state cases continue to increase. He planned on implementing a soft opening of City offices on June 1 but decided to hold off due to the increase in numbers. The City was still conducting business by appointment only and were in the process of installing plexi-glass across the front counter. When it was completed, opening of the office would be re-evaluated. All the lines of service had remained open and response from staff to requests and phone calls had been timely. He said it was important to limit contact between employees and the public. He said the July 4th fireworks were planned but wanted people to watch from home and didn't want to encourage large gathering. The fireworks were going to be moved to the high school, so they were more visible community wide.

**FRAUD RISK ASSESSMENT** – This year the State Auditor's office sent out a Fraud Risk Assessment for each entity to complete. He said one requirement was the assessment be discussed at a City Council

meeting to make the governing body aware of the elements which have been implemented. He mentioned a couple of items to be completed:

- Item #2(d) and (i) – Policies reporting fraud and abuse and cash receipting and depositing. He said the Personnel Policy Manual was being updated and would include these items.
- Item #4 - Were employees and elected officials committed to abide by ethical behavior? This was a form the City needed to create and have employees and elected officials sign each year.
- Item #5 – Have all the board members completed the State Auditors on-line training at least once in the last four years? The link will be provided to the Council so they can complete the training.
- Item #9 – Does the entity have a formal audit committee? The City could form a committee which would include several councilmembers, management team, and our CPA.

Ty mentioned most of the items were covered during the annual audit. During the audit the City's procedures were reviewed and the employees were interviewed and asked if they were aware of any issues.

**ELECTRIC FEES** – The Electric Department will begin doing subdivision installations so the Consolidated Fee Schedule will be amended to include these costs. Also, a fee for the installation of temporary power will be added to the Consolidated Fee Schedule.

**FIREWORKS RESTRICTIONS** – An Executive Order was adopted in 2018 remained in force until changed. He talked with Boyd Carrigan, Morgan County Fire Chief, and he wasn't as concerned about the south end of town but was still concerned with the north end. The Fire Department would display signs regarding the fire restrictions in that area.

**CARBON FREE POWER PROJECT** – Some of the contracts had been renegotiated so the City would need to make a decision in July regarding their participation. The DOE's participation in the project had changed. They were restructuring their commitment to the project and the dollar amount had changed. The project was still moving forward but had been restructured.

Councilmember Alexander complimented Ty on the information he provided on the Local Option Sales Tax, tax rates, and the budget.

Mayor asked council members to close doors and the YouTube Recording was stopped.

**CLOSED SESSION**

**MOTION:** Councilmember Alexander moved to go into a closed session at 8:15 p.m. for the purpose of discussing the purchase, exchange or lease of real property.

**SECOND:** Councilmember Turner

**Discussion on Motion:** None

Vote: 4 ayes; Motion passed to go into closed session; Councilmember Wardell was absent.

**PRESENT:** Mayor, City Manager, City Attorney, Recorder, Councilmembers Alexander, London, Turner, and Richins

**MOTION:** Councilmember London moved to open the meeting at 8:31 p.m.

**SECOND:** Councilmember Turner

Vote: 4 ayes; Motion passed to come out of closed session; Councilmember Wardell was absent.

This meeting was adjourned at 8:32 p.m.

_____

Denise Woods, City Recorder

These minutes were approved at the July 14, 2020 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 **23rd day of June, 2020,** was to discuss the purchase, exchange, or lease of real property.

Dated this 23rd day of June, 2020.

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

## Morgan Property Tax Discussion

Property taxes help pay for administration, buildings, events, public safety, roads (sidewalks, trails, bridges), parks, and cemeteries.

Property taxes in Morgan City are 27% of Tax Revenue

| Year | Revenue | Rate | % change from previous year |
|---|---|---|---|
| 2015 | 304,286 | .001902 | |
| 2016 | 321,694 | .001912 | 5.7% |
| 2017 | 327,429 | .001720 | 1.8% |
| 2018 | 340,281 | .001724 | 3.9% |
| 2019 | 350,831 | .001544 | 3.1% |
| 2020 | 354,829 | .001524 | 1.1% |
| 2020 proposed | 362,000 | .001555 | 3.1% or 2% increase of certified tax rate |

Options for consideration:

Option 1:

Approve the certified tax rate of .001542 with the revenue of 354,829

- A home with a taxable value of $320,000 pays $268 in City property tax per year

Option 2: (Would cause a truth in taxation hearing by Aug. 17th and postpone the final budget until then)

Keep the same tax rate from 2019 of .001544 and generate $359,020 a 1.28% tax increase

- $3.52 increase per year on a home with a taxable value of $320,000

Option 3: (Would cause a truth in taxation hearing by Aug. 17th and postpone the final budget until then)

Propose a new tax rate of .00155 and generate $362,000 a 2% tax increase

- $5.46 increase per year on a homes taxable value of $320,000

## Notes for Morgan City Council for L.O.S.T. consideration 6.23.2020

### Local Option Sales and Use Tax for Transportation

- Provided by the State Legislature to have local governments generate their own revenue for road maintenance.
- Local Option Sales and Use Taxes stay 100% in jurisdiction
- Is restricted for transportation expenses for construction and maintenance of roads, curb and gutter, sidewalks, signs and trails
- 1st Quarter Section 2215 Morgan City can impose up to .30%
- .25% would generate an estimated $171,220 per year
- .30% would generate an estimated $205,464
- Davis, Utah and Weber Counties have adopted 1st Quarter at .25%
- Box Elder, Salt Lake, Summit, Tooele and Wasatch Counties have adopted at .30%
- Davis, Summit, and Weber Counties have adopted 4 of the 5 Quarter Sales Tax Options

### Current Sales Tax rate includes:

| |
|---|
| 6.20% Total |
| 4.85% State |
| 1.00% Local 50% point of Distribution 50% population factor |
| .25% County |
| .10% Recreation |

### Comparisons:

| Surrounding Cities | Difference |
|---|---|
| Riverdale 7.45% | -1.25% |
| Ogden 7.25% | -1.05% |
| Layton 7.25% | -1.05% |
| South Weber 7.25% | -1.05% |
| Coalville 7.15% | -.95% |
| Salt Lake 7.75% | -1.55% |

### Historical Comparison with Riverdale (main shopping district for Morgan)

| Years | Riverdale | Morgan | Difference |
|---|---|---|---|
| 2000 – 2002 | 6.25% | 6.00% | -.25% |
| 2003 – 2004 | 6.50% | 6.00% | -.50% |
| 2005 – 2007 | 6.60% | 6.00% | -.60% |
| 2008 | 6.75% | 5.90% | -.85% |
| 2009 – 2015 | 7.05% | 5.95% | -1.1% |
| 2016 – 2018 | 7.30% | 5.95% | -1.35% |
| 2019 – 2020 | 7.45% | 6.20% | -1.25% |

JONES & ASSOCIATES CONSULTING ENGINEERS

July 8, 2020

Morgan City Mayor and City Council
90 West Young Street.
Morgan, Utah 84050

**RE: MOUNTAIN VISTA VILLAS - CONDITIONAL ACCEPTANCE**

Dear Mayor and City Council:

City staff and I have completed inspections of the improvements in the above mentioned subdivision and found them to be completed satisfactorily and to meet minimum requirements of Morgan City standards in accordance with engineering and/or subdivision plans submitted and previously approved. We can recommend Conditional Acceptance of this Subdivision and to start the guarantee period. My records show that there is $154,250.00 remaining in the escrow account. There is $17,687.60 that needs toremain in the escrow account for the 10% Contingency and Guarantee. There is also $3,630.98 inspection fee that needs to remain in the escrow account that covers the final inspections on the improvements. These funds total $21,318.58 and will need to remain in the Escrow account until Final acceptance. If my records are correct, $132,931.42 can be released at this time, or anything that is left over after the 10% guarantee and inspection money is retained.

If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES
Consulting Engineers
Morgan City Engineers

Brent W. Slater

Brent W. Slater PLS. - City Engineer Representative

cc: Denise Woods - City Recorder
Mark Schmid - City Public Works Director

**RESOLUTION 20-17**

**A RESOLUTION ADOPTING AND APPROVING THE LETTER OF UNDERSTANDING BETWEEN MORGAN CITY AND MORGAN SECONDARY WATER ASSOCIATION CLARIFYING THE POLICY FOR THE PROVISION OF SECONDARY WATER TO COMMERCIAL AND MANUFACTURING USES IN MORGAN CITY.**

**WHEREAS,** an agreement between the City and the Morgan Secondary Water Association, hereinafter "MSWA," is a fundamental part of the City's plans to provide water to Morgan's citizens into the future; and

**WHEREAS,** the City desires to enter into a Letter of Understanding Between Morgan City and Morgan Secondary Water for the clarification of the policy for the provision of secondary water to Commercial and Manufacturing uses in Morgan City; and

**WHEREAS,** the parties mutually agree to the clarification contained in the attached Letter of Understanding; and

**WHEREAS,** the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Letter of Understanding Between Morgan City and Morgan Secondary Water Association clarifying the policy for the provision of Secondary Water to Commercial and Manufacturing uses in Morgan City.

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

1. That the Letter of Understanding Between Morgan City and Morgan Secondary Water, which is attached hereto and incorporated herein by this reference, that clarifies the policy for the provision of Secondary Water to Commercial and Manufacturing uses in Morgan City, be adopted and approved.

2. That the Mayor is authorized to execute the Letter of Understanding.

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of July, 2020.**

**CITY COUNCIL VOTE AS RECORDED:**

| | **Aye** | **Nay** | **Excused** |
|---|---|---|---|
| Councilmember London | ___ | ___ | ___ |
| Councilmember Wardell | ___ | ___ | ___ |
| Councilmember Turner | ___ | ___ | ___ |
| Councilmember Richins | ___ | ___ | ___ |
| Councilmember Alexander | ___ | ___ | ___ |

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

| | | |
|---|---|---|
| Mayor Little | ___ | ___ |

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

Morgan City Corporation
90 West Young Street P.O. Box 1085 Morgan, Utah 84050 (801) 829-3461

Jon Schutz

**Re: Letter of Understanding Between Morgan City and Morgan Secondary Water Association**

Secondary water provided by the Morgan Secondary Water Association (MSWA) through an agreement between the City and MSWA is a fundamental part of the City's plans to provide water to Morgan's Citizens into the future. In the interest of moving forward with a mutual understanding concerning the provision of secondary water to Commercial and Manufacturing uses in Morgan City, the City and the MSWA acknowledge and agree to the terms of this Letter of Understanding.[1] The following is a summary of how secondary water will be required of future Commercial and Manufacturing developments:

1. By City Ordinance and Agreement[2], applications for all new development in City, including Commercial and Industrial development in the City, will~~, like all other development in the City,~~ be required to meet with the Secondary Water Advisory Board to discuss water issues pertaining to the development. The Advisory Board will forward its recommendations to the City through the Planning Commission and to the City Council.

2. New commercial and industrial development is required to connect ~~hook up~~ to a secondary pressurized water connection where it is available. A connection~~hookup~~ fee is ~~will also be~~ required by MSWA. A yearly secondary water fee will also be assessed and charged by MSWA for the use of the secondary water. The connection~~hookup~~, connection~~hookup~~ fee and water shares (discussed below) are required even where another source of irrigation water is used.

3. MSWA will require that the development bring to the company, adequate water ~~shares~~ required to serve that development.

~~3.~~4. The formula for determining the amount of water the developer must ~~to be required to be provided~~ dedicate to MSWA ~~by the developer~~ shall be as follows:

   a. From the landscape requirements in the Morgan City Zoning Code for Commercial and Manufacturing uses, calculate the number of square feet of landscaping required of the development (i.e. if the landscaping required is 10% and the development is an acre, the amount of landscaping required is – 43,560 sq. ft. in an acre x 10% = 4356 sq. ft.). ~~That l~~Landscaping ~~will~~ requires ~~36 inches of secondary~~

[1] This letter of understanding does not address or apply to secondary water dedication for residential development.
[2] The controlling agreement is the March 19, 2002 Agreement between Morgan City and Morgan Secondary Water Association. It is City resolution 02-05-02B.

Morgan City Corporation
90 West Young Street P.O. Box 1085 Morgan, Utah 84050 (801) 829-3461

~~water per year (~~3 acre feet of secondary water per acre~~)~~. ~~The amount of water required may be adjusted by agreement between the City and MSWA.~~

b. If the developer is installing more than the required landscaping, developer must dedicate the amount of water necessary to water the actual landscaping at approximately 3 af per landscaped acre.

c. Developer must dedicate to ~~MWSA~~MSWA~~The company can require~~ water shares, or portions of shares, equal ~~that would equate~~ to the number of acre feet of water required under 4.a. above ~~to water the required~~ or the actual landscaping under 4.b. above, whichever is greater. ~~(it has to be for at a minimum, the percentage of required landscaping or the amount of actual landscaping, whichever is greater).~~ The amount of water required may be adjusted by agreement between the City and MSWA.

~~b.~~ 5. Unless approved by ~~MWSA~~MSWA, developer may dedicate shares from Weber Canal Company, South Morgan Ditch Company, North Morgan Irrigation Company, East Richfield Ditch Company, Welch Field Ditch Company or Weber River. ~~MWSA~~MSWA shall determine the water (acre foot) value of the shares developer proposes to dedicate to ~~MWSA~~MSWA.

~~c.~~ 6. If the shares of the company are not allowed to be divided, then the developer shall give the number of shares rounded up to the number of shares allowed by the company. (For example, i~~I~~f the company does not allow smaller than ½ shares and only water equivalent to a ¼ share is required, the developer must give the ½ share. Developer will not receive ~~and will have~~ a credit for the remainder. ~~that could be credited toward a future development requirement.~~)

~~Letter of Understanding~~
~~Page 2~~

City will not approve the development's plat map until ~~T~~the developer pays the ~~MWSA~~ MSWA connection fee ~~must be paid~~ and, unless otherwise agreed to by the City and MSWA, the developer dedicates the required water shares ~~must be transferred~~ to MSWA. ~~at the time of development approval. In the case of a dispute regarding any of the above issues, the City Council will make the final determination.~~ This Letter of Understanding shall be effective immediately upon the signature of both parties.

Dated this _____ day of _____, 2020.

MORGAN CITY CORPORATION

Morgan City Corporation

90 West Young Street P.O. Box 1085 Morgan, Utah 84050 (801) 829-3461

By: _____
Title: Mayor

MORGAN SECONDARY WATER ASSOCIATION

By: _____
Title: _____

**RESOLUTION 20-21**

**A RESOLUTION ADOPTING AND APPROVING A LAND PURCHASE AGREEMENT BETWEEN HSC MORGAN, LLC, AND MORGAN CITY FOR THE PURCHASE OF PROPERTY LOCATED AT APPROXIMATELY 68 WEST 275 NORTH, MORGAN, UTAH.**

**WHEREAS,** HSC Morgan, LLC, hereinafter Seller, owns certain real property located at approximately 68 West 275 North, Morgan, Utah; and

**WHEREAS,** the City desires to purchase said property from Seller for the development of a future park and trail system; and

**WHEREAS,** Seller and the City have negotiated a purchase arrangement that is agreeable to both parties and desire to formalize the agreement; and

**WHEREAS,** the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Land Purchase Agreement for the purchase of property located at approximately 68 West 275 North, Morgan, Utah.

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

1. That the Land Purchase Agreement between HSC Morgan, LLC, and Morgan City, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor is hereby authorized to execute said Land Purchase Agreement, accept the Warranty Deed for the property and sign all necessary documents necessary to complete this transaction.

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of July, 2020.**

**CITY COUNCIL VOTE AS RECORDED:**

| | **Aye** | **Nay** | **Excused** |
|---|---|---|---|
| Councilmember London | ___ | ___ | ___ |
| Councilmember Wardell | ___ | ___ | ___ |
| Councilmember Turner | ___ | ___ | ___ |
| Councilmember Richins | ___ | ___ | ___ |
| Councilmember Alexander | ___ | ___ | ___ |

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

| | | |
|---|---|---|
| Mayor Little | ___ | ___ |

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

# LAND PURCHASE AGREEMENT

Purchaser: Morgan City Corporation
90 E. Young Street
Morgan City, Utah 84050

Seller: HSC Morgan LLC
Attn: John Barton, Asset Manager
P.O. Box 130
805 Trione Street
Daphne, Alabama 36526

This Agreement between the Purchaser and Seller is entered into this ____ day of _____, 2020.

WHEREAS, the Purchaser desires to purchase and the Seller is willing to sell certain real property located at approximately 68 West 275 North, Morgan, Utah; and

WHEREAS, this Agreement constitutes an accurate understanding and a complete agreement of the parties.

NOW, THEREFORE, PURCHASER AND SELLER AGREE AS FOLLOWS:

1. Purchase: The Seller agrees to sell, and the Purchaser agrees to purchase a certain real property located at approximately 68 West 275 North, Morgan City, Morgan County, State of Utah, which property is more particularly described on Exhibit "A" attached hereto.

2. The purchase price of the above described property shall be Seventy-Five Thousand Dollars ($75,000.00) to be paid at closing. Ownership of the property shall transfer from Seller to Purchaser on the date of closing.

3. Deed Provision: A Warranty Deed shall be made out to the Purchaser with title vested as follows:

**MORGAN CITY CORPORATION**

4. Title Approval: Seller agrees to furnish, at Purchaser's option, an Owner's Standard Title Policy to Purchaser for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in Seller. Purchaser shall have a reasonable time to examine a title report before delivery of the deed. The sale shall be subject to the approval of the preliminary title report by both parties. If title to the property is found defective, Purchaser shall specify in writing such defects as render the title unmarketable, and fourteen (14) days of additional time shall be given to Seller to perfect the same. Purchaser shall pay for the title report and the title insurance policy

5. Closing Date: This transaction shall close, and the deed or contract be delivered on or before August 30, 2020, and possession shall be on or before August 30, 2020.

6. Approval: This sale requires approval by the Morgan City Council. All documents are to have the approval of the City Attorney.

7. Prorations: Taxes and assessments shall be prorated as of the date of closing based on the latest figures available.

8. Expenses: Closing expenses shall be paid by the Purchaser.

9. Representations: Purchaser declares that the property has been personally inspected and the same is being purchased upon personal examination and judgement and not through any representation made by Seller, as to its location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages or zoning. Purchaser will accept the property as is unless otherwise noted.

10. Attorney's Fees: If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

11. Entire Agreement: The terms of this Agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

12. Successors and Assigns: This Agreement is binding upon all heirs, purchasers, and any other current and subsequent holders or owners of interest in the subject property, and Seller shall provide the necessary disclosure of this Agreement to said parties.

This is a legally binding document. If not understood, seek competent advice.

PURCHASER

_____
RAY W. LITTLE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

SELLER

_____
By: _____
Title: _____

_____
Date

STATE OF _____ )
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, personally appeared before me _____, who duly acknowledged to me that he is the _____ of HSC Morgan LLC, and that the document was signed by him in behalf of said corporation, and _____ acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

**EXHIBIT "A"**

ALL OF LOT 2, HSC MORGAN SUBDIVISION, A COMMERICAL SUBDIVISION, MORGAN CITY, MORGAN COUNTY UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON NOV. 12, 2014, AS ENTRY NO. 133373, IN BK 315 AT PG 1687, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT. 221,620 SQ FT = 5.088 AC / 5.09 AC, M. OR L.

Serial No. 00-0083-1950

**Return to:**
Morgan City Corporation
90 West Young Street
Morgan, Utah 84050

**WARRANTY DEED**

HSC MORGAN, LLC, **GRANTORS**, of 805 Trione Street, Daphne, Alabama 36526, County of Baldwin, State of Alabama, hereby **CONVEY** and **WARRANT** to Morgan City Corporation of 90 West Young Street, Morgan, Utah, for the sum of Ten Dollars ($10.00) and/or other valuable consideration, the following described tract of land in Morgan County, State of Utah:

ALL OF LOT 2, HSC MORGAN SUBDIVISION, A COMMERICAL SUBDIVISION, MORGAN CITY, MORGAN COUNTY UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE & OF RECORD, AS RECORDED ON NOV. 12, 2014, AS ENTRY NO. 133373, IN BK 315 AT PG 1687, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT. 221,620 SQ FT = 5.088 AC / 5.09 AC, M. OR L.

Serial No. 00-0083-1950

WITNESS, the hands of said grantors, this _____ day of _____, 20___.

HSC MORGAN, LLC

_____
By: _____
Tile: _____

STATE OF_____ )
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, personally appeared before me _____, who duly acknowledged to me that he is the _____ of HSC Morgan LLC, and that the document was signed by him in behalf of said corporation, and _____ acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

The Warranty Deed signed by HSC Morgan, LLC, dated the ___ day of _____, 2020, has been accepted by Morgan City on the _____ day of _____, 2020.

_____
RAY W. LITTLE, Mayor

ATTEST:

_____
DENISE WOODS, City Recorder

STATE OF UTAH )
: ss.
COUNTY OF MORGAN )

On this _____ day of _____, 20___, personally appeared before me RAY W. LITTLE, who duly acknowledged to me that he is the MAYOR of MORGAN CITY, and that the document was signed by him in behalf of said corporation, and RAY W. LITTLE acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC

**RESOLUTION 20-22**

**A RESOLUTION ADOPTING AND APPROVING A LONG-TERM STORM WATER MANAGEMENT AGREEMENT BETWEEN MORGAN CITY AND WARDELL BROTHERS CONSTRUCTION, INC. FOR THE OPERATION AND MAINTENANCE OF A STORM AND SURFACE WATER MANAGEMENT FACILITY OR IMPROVEMENTS FOR THE WARDELL DEVELOPMENT.**

**WHEREAS,** the City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the Morgan City Storm Drain System, as set forth in the Morgan City Storm Water Ordinance, as amended, (hereinafter "Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann. §§ 19-5-101, *et* seq., as amended (hereinafter "Act"); and

**WHEREAS,** Wardell Brothers Construction, Inc., (hereinafter "Owner") is the owner in fee simple of certain real property more particularly described in Exhibit "A," which is attached to the agreement and incorporated herein by this reference (hereinafter "Property"); and

**WHEREAS,** the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

**WHEREAS,** in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain, at Owner's expense, a storm and surface water management facility or improvements (hereinafter "Storm Water Facilities"); and

**WHEREAS,** the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference (hereinafter "Development Plan"); and

**WHEREAS,** as a condition of Development Plan approval, Owner is required to enter into this Agreement establishing a means of documenting the operations and maintenance of the Storm Water Facilities; and

**WHEREAS,** the City Council of Morgan City has determined it to be in the best interest of the City to enter into the Long-Term Storm Water Management Agreement between Morgan City and Wardell Brothers Construction, Inc., for the operation and maintenance of a storm and surface water management facility or improvements for the Wardell Development.

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

1. That the Long-Term Storm Water Management Agreement between Morgan City and Wardell Brothers Construction, Inc., which is attached hereto and incorporated herein by this reference, is hereby adopted and approved.

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

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of July, 2020.**

**CITY COUNCIL VOTE AS RECORDED:**

| | **Aye** | **Nay** | **Excused** |
|---|---|---|---|
| Councilmember London | ___ | ___ | ___ |
| Councilmember Wardell | ___ | ___ | ___ |
| Councilmember Turner | ___ | ___ | ___ |
| Councilmember Richins | ___ | ___ | ___ |
| Councilmember Alexander | ___ | ___ | ___ |

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

Mayor Little ___ ___

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

**When recorded, return to:**

Morgan City
90 West Young Street
Morgan City, Utah 84050

Affects Parcel No(s): 00-0004-2372
00-0004-2869
00-0077-8246

## LONG-TERM STORM WATER MANAGEMENT AGREEMENT

This Long-Term Storm Water Management Agreement ("Agreement") is made by and between Morgan City, a Utah municipal corporation ("City"), and Wardell Brothers Construction, Inc., a Utah corporation, ("Owner").

## RECITALS

**WHEREAS,** the City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the Morgan City Storm Drain System, as set forth in the Morgan City Storm Water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

**WHEREAS,** the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

**WHEREAS,** the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

**WHEREAS,** in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain, at Owner's expense, a storm and surface water management facility or improvements ("Storm Water Facilities"); and

**WHEREAS,** the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

**WHEREAS,** as a condition of Development Plan approval, Owner is required to enter into this Agreement establishing a means of documenting the operations and maintenance of the Storm Water Facilities; and

**NOW, THEREFORE,** in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Storm Water Facilities, and the mutual covenants contained herein, the parties agree as follows:

## SECTION 1

**Construction of Storm Water Facilities.** The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the City-approved Development Plans and specifications, and any amendments thereto which have been approved by the City.

## SECTION 2

**Maintenance of Storm Water Facilities.** The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey Storm Water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the Storm Water. Adequate maintenance, for purposes of this Agreement, is defined as the maintenance and actions required such that the Storm Water Facilities are 1) performing their design functions, 2) in good working condition, and 3) being maintained in accordance with manufacturer's recommendations, where applicable. The Owner shall, at its sole cost and expense, perform all maintenance necessary to keep the Storm Water Facilities functioning and in good working condition.

## SECTION 3

**Annual Inspection Report and Certification.** The Owner shall, at its sole cost and expense, inspect, or have inspected, the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (e.g. oil/water separators, underground infiltration galleries, underground detention basins), berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30$^{th}$ of each year and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

## SECTION 4

**City Oversight Inspection Authority.** The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, the City's Storm Water Policy, and manufacturer's recommendations, where applicable.

## SECTION 5

**Notice of Deficiencies.** If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address on file with the Morgan County Tax Assessor.

In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Owner. Upon Owner's failure to cure or correct

within thirty (30) days following the second notice, the City may issue a citation punishable as a Misdemeanor in addition to any State or EPA fine.

**SECTION 6**

**Owner to Make Repairs.** The Owner shall, at its sole cost and expense, make such repairs, changes, or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

**SECTION 7**

**City's Corrective Action Authority.** Upon the expiration of the thirty (30) days following the second notice, if the Owner fails to cure defects or deficiencies, the City and its authorized agents and employees shall have the authority to enter the Property and perform the necessary maintenance or corrective actions.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

**SECTION 8**

**Reimbursement of Costs.** In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to correction of the defects or deficiencies, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.

**SECTION 9**

**Successor and Assigns.** This Agreement shall be recorded in the Morgan County Recorder's Office, and the covenants and agreements contained herein shall run with the land. Whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind, and be obligatory upon the Owner hereto, its successors, and assigns, and shall bind all present and subsequent owners of the Property described herein.

**SECTION 10**

**Severability Clause.** The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors, and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

**SECTION 11**

**Utah Law and Venue.** This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Morgan County, Utah.

**SECTION 12**

**Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Storm Water Facilities.

**SECTION 13**

**Amendments.** This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Morgan County Recorder's Office.

**SECTION 14**

**Subordination Requirement.** If there is a lien, trust deed, or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

**SECTION 15**

**Exhibits to this Agreement.** Exhibits to this Agreement are enumerated as follows:

1. Exhibit A – Property Descriptions

*(continued on next page)*

**EXHIBIT A**
**PROPERTY DESCRIPTIONS**

**PARCEL NO.: 00-0004-2372**

PT OF THE SEC 36, T4N, R2E, SLB&M. BEG AT A PT WH BEAR 45.0 FT N 58° W AND 568.92 FT S 33° W OF MON 'B' OF MCS: TH S 33° W 12 FT ALG THE W'LY SIDE OF NEW STREET; TH N 58° W 150 FT; TH S 33° W 143.88 FT; TH N 62° W 275.22 FT; TH N 33° E 161.04 FT, M. OR L, TO THE NE'LY COR OF #05258; TH S 58° E 425.22 FT, M. OR L, TO POB. CONT 1.04 AC. RE.: LESS & EXCEPT THE FOL AMTS SOLD: 212/206 (0.994 AC. GOING TO 05229017); LEAV 0.046 / 0.05 AC, M. OR L

**PARCEL NO.: 00-0004-2869**

PT OF THE NE1/4NW1/4 OF SEC 36, T4N, R2E, SLB&M. BEG AT A PT WH BEAR N 57° 45' W 45.0 FT AND S 33° 55' W 580.9 FT, M. OR L, FRM MON "B" OF M.C.S. TO THE MOST SW'LY COR OF PCL #05243 (SD MON "B" IS LOC 9.70 CH S FRM THE N1/4 SEC COR OF THE SD SEC 36) & RUN TH S 33° 55' W 24.4 FT ALG THE W'LY SIDE OF NEW STREET; TH N 56° 05' W 150.0 FT ALG THE N'LY LN OF PCL #0527001; TH N 33° 55' E 19.6 FT; TH S 58° E 150.0 FT TO THE POB. RE: LESS BK M105/159 (.28 AC, M. OR L) LEAV 0.07 AC.

**PARCEL NO.: 00-0077-8246**

PT OF THE NW1/4 OF SEC 36, T4N, R2E, SLB&M. MORGAN CITY, STATE OF UTAH, DESC AS FOLS: COM AT MORGAN CITY MON "B", TH N 56° 11'17" W 45.00 FT; TH S 33° 48'43" W 766.66 FT ALG THE N'LY LN OF 125 NORTH STREET; TH N 56° 05'00" W 150.00 FT TO THE POB & RUN TH N 56° 05'00" W 16.59 FT; TH 62.56 FT ALG A CUR TO THE RGT WITH A RAD OF 470.00 FT, A CTRL ANG OF 7° 37'35" & A CHORD BEARS N 52° 16'12" W 62.51 FT; TH N 48° 27'25" W 79.74 FT; TH 126.70 FT ALG A CUR TO THE L WITH A RAD OF 530.00 FT, A CTRL ANG OF 13° 41'48" & CHORD THAT BEAR N 55° 18'19" W 126.39 FT; TH S 62° 09'13" E 9.47 FT, TH N 33° 29'09" E 164.50 FT; TH S 57° 59'08" E 276.00 FT; TH S 33° 47'34" W 31.11 FT; TH S 33° 48'43" W 160.00 FT TO THE POB. CONT 1.11 AC

**LONG-TERM STORM WATER MANAGEMENT PLAN AGREEMENT**

SO AGREED this 30 day of June 2020.

**FOR OWNER**

Jordache Wardell, Project Manager/Estimator
Wardell Brothers Construction, Inc.

STATE OF UTAH )
§
COUNTY OF MORGAN )

On this 30TH day of JUNE, in the year 2020, before me NICOLE SOMMERS (notary public name) a notary public, personally appeared JORDACHE WARDELL (name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same..

Witness my hand and official seal.

*Notary Public signature*

NICOLE SOMMERS
*(Printed Name)*

NICOLE SOMMERS
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 700420
COMM. EXP. 05-16-2022

*(seal)*

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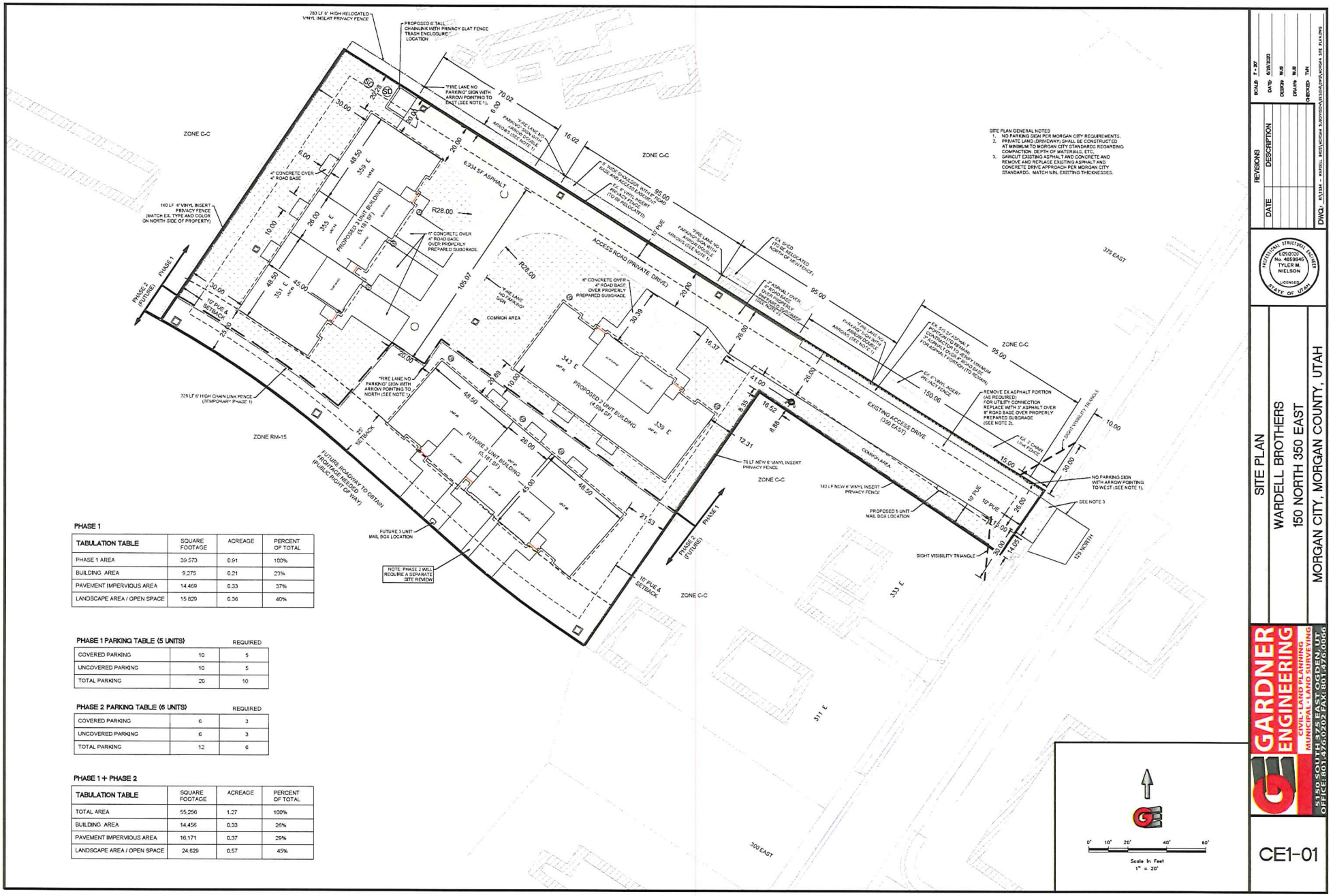
**FOR MORGAN CITY**

By: Ray W. Little
Its: Mayor

Attest:

Denise Woods, City Recorder

Approved as to Form: _____
City Attorney




**PHASE 1**

| TABULATION TABLE | SQUARE FOOTAGE | ACREAGE | PERCENT OF TOTAL |
|---|---|---|---|
| PHASE 1 AREA | 39,573 | 0.91 | 100% |
| BUILDING AREA | 9,275 | 0.21 | 23% |
| PAVEMENT IMPERVIOUS AREA | 14,469 | 0.33 | 37% |
| LANDSCAPE AREA / OPEN SPACE | 15,829 | 0.36 | 40% |

| PHASE 1 PARKING TABLE (5 UNITS) | | REQUIRED |
|---|---|---|
| COVERED PARKING | 10 | 5 |
| UNCOVERED PARKING | 10 | 5 |
| TOTAL PARKING | 20 | 10 |

| PHASE 2 PARKING TABLE (6 UNITS) | | REQUIRED |
|---|---|---|
| COVERED PARKING | 6 | 3 |
| UNCOVERED PARKING | 6 | 3 |
| TOTAL PARKING | 12 | 6 |

**PHASE 1 + PHASE 2**

| TABULATION TABLE | SQUARE FOOTAGE | ACREAGE | PERCENT OF TOTAL |
|---|---|---|---|
| TOTAL AREA | 55,256 | 1.27 | 100% |
| BUILDING AREA | 14,456 | 0.33 | 26% |
| PAVEMENT IMPERVIOUS AREA | 16,171 | 0.37 | 29% |
| LANDSCAPE AREA / OPEN SPACE | 24,629 | 0.57 | 45% |

REVISIONS

| DATE | DESCRIPTION |
|---|---|
| | |

SCALE 1" = 20'
DATE 6/30/2020
DESIGN BLB
DRAWN BLB
CHECKED TMN
DWG: A1104 - WARDELL BROTHERS\DRAWINGS\SUBMISSIONS\PLANNING SITE PLAN.DWG

PROFESSIONAL STRUCTURAL ENGINEER
6/29/2022
No. 4859846
TYLER M. NIELSON
LICENSED
STATE OF UTAH

SITE PLAN
WARDELL BROTHERS
150 NORTH 350 EAST
MORGAN CITY, MORGAN COUNTY, UTAH

GARDNER ENGINEERING
CIVIL - LAND PLANNING
MUNICIPAL - LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE (801) 476-0202 FAX (801) 476-0066

CE1-01

**RESOLUTION 20-23**

**A RESOLUTION ADOPTING AND APPROVING A CULINARY WATER LINE NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN MORGAN HOTEL, LLC, C STREET, LLC, AND MORGAN CITY FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, INSPECTION, AND REPLACEMENT OF A CULINARY WATER LINE.**

**WHEREAS,** C Street, LLC, is the fee owner of two parcels of property located at 195 North 500 East and 211 North 500 East, in Morgan City; and

**WHEREAS,** Morgan Hotel, LLC, is the fee owner of certain property adjoining the Commercial Parcel and the parcels owned by C Street, LLC; and

**WHEREAS,** the City desires to run a culinary water line on the property owned by Morgan Hotel, LLC, and C Street, LLC; and

**WHEREAS,** an easement for the culinary water line will be established by the terms of this Agreement; and

**WHEREAS,** the easement is for constructing, operating, maintaining, repairing, inspecting, laterally supporting, and replacing a culinary water line lying at or below grade within the property owned by Morgan Hotel, LLC, and C Street LLC; and

**WHEREAS,** the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Culinary Water Line Non-Exclusive Easement Agreement between Morgan Hotel, LLC, C Street, LLC, and Morgan City for the construction, maintenance, repair, inspection, and replacement of a culinary water line.

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

1. That the Culinary Water Line Non-Exclusive Easement Agreement between Morgan Hotel, LLC, C Street, LLC, and Morgan City, which is attached hereto and incorporated herein by this reference, is hereby adopted and approved.

2. That the Mayor is authorized to execute the Culinary Water Line Non-Exclusive Easement Agreement and accept the easement.

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of July, 2020.**

**CITY COUNCIL VOTE AS RECORDED:**

| | **Aye** | **Nay** | **Excused** |
|---|---|---|---|
| Councilmember London | ___ | ___ | ___ |
| Councilmember Wardell | ___ | ___ | ___ |
| Councilmember Turner | ___ | ___ | ___ |
| Councilmember Richins | ___ | ___ | ___ |
| Councilmember Alexander | ___ | ___ | ___ |

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

| | | |
|---|---|---|
| Mayor Little | ___ | ___ |

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

When Recorded Return To:
Morgan Hotel, LLC
Attn: Scott H. Parkinson
5834 S 2550 E
Ogden, UT 84403

---

RECORDING INFORMATION ABOVE

**CULINARY WATER LINE NON-EXCLUSIVE EASEMENT AGREEMENT**

THIS CULINARY WATER LINE EASEMENT AGREEMENT ("Agreement"), effective as of the ___ day of _____, 2020 ("**Effective Date**")is made by and between Morgan Hotel, LLC, a Utah limited liability company ("**Morgan Hotel**"), C Street, LLC, a Utah limited liability company ("**C Street**") and the City of Morgan, a Utah municipal corporation (the "**City**"). Collectively, Morgan Hotel, C Street, and the City are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. C Street is the fee owner of that certain property located at 195 N 0500 E, in the City of Morgan, Morgan County, Utah ("**C Street Parcel 1**") and 211 N 0500 E, in the City of Morgan, Morgan County, Utah ("**C Street Parcel 2**"), each as legally described on **Exhibit A** attached hereto (collectively the "**C Street Parcels**");

B. Morgan Hotel is the fee owner of that certain property adjoining the Commercial Parcel and the C Street Parcels, as legally described on **Exhibit B**, attached hereto ("**Morgan Hotel Parcel**");

C. The C Street Parcels and the Morgan Hotel Parcel are hereinafter sometimes referred to collectively as the "**Grantor Parcels**";

D. The City desires to run a culinary water line on the Morgan Hotel Parcel and the C Street Parcels; and

E. The Parties intend to establish an easement for the culinary water line pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Grant of Easement. C Street and Morgan Hotel hereby grant to the City a perpetual non-exclusive easement and right-of-way over and across the Grantor Parcels for the sole purpose of constructing, operating, maintaining, repairing, inspecting, laterally supporting, and replacing a culinary water line ("**Water Line**") lying at or below grade within that certain area legally described and depicted on **Exhibit C** attached hereto ("**City Easement Area**"). The City Easement Area does not include any right to install or construct any improvements of any kind above grade.

2. The City's Use.

2.1 The City, at its sole cost and expense, shall have a non-exclusive right to construct, operate, maintain, repair, inspect, laterally support, and replace the Water Line at or below grade on the Grantor Parcels.

2.2 The City will not store materials for extended periods or refuel vehicles or equipment on the Grantor Parcels. The use of hazardous materials is prohibited on the Grantor Parcels.

2.3 The City acknowledges that the Grantor Parcel's existing or future utility lines, pipes, wires, conduits, flues, ducts, lines and other equipment including without limitation, electricity, gas, water, communications, sewer and storm drainage, signage for the Grantor Parcels and all associated facilities ("**Utilities**") are or may be located within the City Easement Area boundaries and agrees to conduct its activities in compliance with all applicable laws, codes, rules, regulations, and standards regarding such Utilities. The City's use of the Grantor Parcels shall comply with National Electric Safety Code, and OSHA clearance standards. Except as provided in this Agreement, the City shall not make or allow any use of the Grantor Parcels that is inconsistent with or that may interfere with C Street or Morgan Hotel's operation, maintenance, repair, or upgrade of their respective existing Utilities or those Utilities that may be constructed hereafter.

2.4 The City shall at no time place, use or permit to be used on said City Easement Area any equipment or material of any kind that creates a material risk of endangering C Street or Morgan Hotel's respective Utilities or that may materially interrupt the operations being conducted on the Grantor Parcels or pose a risk to human safety.

2.5 The City shall, at its sole cost and expense, ensure that the City Easement Area does not deteriorate or suffer misuse, abuse or waste as a result of the City's activities. The City shall promptly restore, rebuild, replace or repair any part of the City Easement Area affected by the exercise of its rights pursuant to this Agreement to substantially the same condition as existed immediately prior to such damage or destruction. All repairs and replacement to the City Easement Area must be equal or better than as initially constructed, ordinary wear and tear excepted. The City acknowledges and agrees that Morgan Hotel and C Street shall have no liability for any costs or expenses incurred by the City in connection with the exercise of its rights hereunder.

2.6 This Agreement is limited to the grant as set forth in Section 1 above. The City may not install laterals, taps, or sub-feeds from the Water Line without either the prior written consent or a separate grant of easement, as may be applicable, from the affected Grantor Parcel.

3. Right of Access. The City shall have the right of reasonable ingress and egress to and from the City Easement Area over and across the Grantor Parcels, provided that such access does not materially interfere with C Street or Morgan Hotel's operations.

4. Reserved Rights. C Street and Morgan Hotel expressly reserve the right to use the City Easement Area for any purpose that is not inconsistent with the purposes for which this Agreement is granted, including the right to cross and re-cross the City Easement Area with equipment, personnel, Utilities, and access roads at any location or locations, and to grant or convey additional uses of the City

Easement Area to others for any purpose not inconsistent with the rights granted hereunder. The City will provide adequate protection for the Water Line for such uses.

5. Use of the Adjacent Property. This Agreement shall impose no restrictions upon C Street or Morgan Hotel's use of the Grantor Parcels outside the City Easement Area ("**Adjacent Property**"). Any uses of Adjacent Property shall not be deemed to interfere with the City's uses under this Agreement. This Easement confers no secondary rights upon the City with respect to the Adjacent Property.

6. Indemnification. The City shall protect, defend, indemnify, and hold harmless C Street and Morgan Hotel, their respective officers, directors, employees, subsidiaries and affiliates (collectively "**Indemnitees**") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, attorneys fees or court cost, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands caused by the City's use of or activities on or around Grantor Parcels, except to the extent such losses, claims, liens, demands and causes of action are caused by the Indemnitees negligence or misconduct. For purposes of this agreement, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

7. Insurance. The City shall provide to Grantor evidence that it maintains insurance with coverage sufficient to cover any damages of any kind, including bodily injury or death, that may arise from the Water Line or the negligence or willful misconduct of the City's employees, agents or representatives.

8. Damages. In addition to the general indemnification provisions above, the City agrees that if the City or its activities under this Agreement cause any damage to the Grantor Parcels, including, but not limited to the Utilities, whether above or below ground, the City will reimburse C Street and/or Morgan Hotel, as applicable, for all costs incurred by the same to repair or replace such damage. As used in this Section, any reference to Grantor Parcels and Utilities shall include any equipment, property or utilities owned by third parties that are lawfully located on the Grantor Parcels, whether by easement, license, lease, or otherwise.

9. Abandonment. If the City ceases to use the City Easement Area for a period of twelve (12) consecutive months, this Agreement shall terminate thirty (30) days after written notice from both C Street and Morgan Hotel. Upon termination the City shall remove its Water Line and restore the land as near as possible to its condition prior to the City's entry thereon; or, with C Street and Morgan Hotel's prior written permission, leave all or a portion of its Water Line in place and relinquish all right, title, and interest to the Water Line to C Street and Morgan Hotel as to the portion of the Water Line on each respective Party's parcel.

10. Attorneys' Fees. If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against any other Party, all fees, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in

part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

11. Governing Law. This agreement shall be governed by the laws of the State of Utah, without giving effects to its conflict of law rules contained therein.

12. Assignment. the City shall not assign or transfer its rights or interest in this Agreement without the written consent of C Street and Morgan Hotel.

13. Entire Agreement. This Agreement represents the entire and integrated agreement between C Street, Morgan Hotel and the City with respect to the matters contained herein and supersedes all prior negotiations, representation or agreement, either written or oral. This Agreement may be amended only by written instrument signed by C Street, Morgan Hotel and the City.

14. Severability. In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

15. Waiver. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

16. BINDING EFFECT. THE TERMS OF THIS AGREEMENT AND ALL EASEMENTS GRANTED HEREUNDER SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Parcels to the general public, or for any public use or purpose whatsoever.

18. No Termination Upon Breach. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any default or breach under this Agreement entitle any Party to seek or to enforce the cancellation, rescission or termination in whole or in part of this Agreement or of the easement herein granted.

19. Notices. All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, (ii) two business days after the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Emery or similar operation) to the address of the person to whom it is directed, or (iv) on the date the notice is delivered by telecopier

transmission, electronically confirmed, provided the original of such transmission is sent by a method described in (ii) or (iii) above within one day of such transmission.

Morgan Hotel' s address for notice purposes is as follows:

Morgan Hotel, LLC
Attn: Scott H. Parkinson
5834 South 2550 East
Ogden, UT 84403

C Street's address for notice purposes is as follows:

C Street LLC
Attn: Kevin V. Glasmann
5925 South 2450 East
Ogden, UT 84403

The City's address for notice purposes is as follows:

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

Each Party shall have the right from time to time and at any time, upon at least ten days prior written notice thereof in accordance with the provisions hereof, to change its address and to specify any other address within the United States of America; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective as to any addressee it must actually be delivered to the other Party. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice hereunder.

20. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

21. Signatures. Each individual executing this Agreement, represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he or she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he or she signs and that as a result of his or her signature, this Agreement shall be binding upon the party for which he or she signs.

***[SIGNATURES ON FOLLOWING PAGES]***

IN WITNESS WHEREOF, Morgan Hotel has executed this Agreement as of the last signature below.

**MORGAN HOTEL:**

Morgan Hotel, LLC,
a Utah limited liability company

By: _____
Name: Scott H. Parkinson
Title: Authorized Person

Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

On _____before me, the undersigned Notary Public in and for said State, personally appeared Scott H. Parkinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Printed Name: _____

Notary Public State of _____

My commission expires: _____

IN WITNESS WHEREOF, C Street has executed this Agreement as of the day and year below.

**C STREET:**

C Street, LLC
a Utah limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss
COUNTY OF _____)

On _____before me, the undersigned Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____

Printed Name: _____

Notary Public State of _____

My commission expires: _____

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year below.

**CITY:**
CITY OF MORGAN

_____
Ray W. Little, Mayor

Date: _____

Attest: _____
City Recorder, Denise Woods

Date: _____

**Approved as to Form:**

_____
City Attorney, Gary R Crane

Date: _____

# EXHIBIT A

## LEGAL DESCRIPTION OF C STREET PARCELS

**C Street Parcel 1**

Parcel Number 00-0004-4915 (Serial Number 05-398)

IN SEC 36, T4N, R2E, SLB&M. BEG AT A PT WH IS 490.5 FT N 58* W OF MON "B" OF THE M.C.S. (MON "B" IS LOC AT A PT WH IS S 649.2 FT FRM THE N1/4 SEC COR OF SEC 36, T4N, R2E) RUN TH S 34* W 150 FT; TH N 58* W 171 FT; TH N 34* E 150 FT; TH S 58* E 171 FT TO THE POB.

**C Street Parcel 2**

Parcel Number 00-0004-4899 (Serial Number 05-396)

PARCEL NO. 2: A PT OF THE NW1/4 OF SEC 36, T4N, R2E, SLBM: BEG AT A PT 661.50 FT N 58*00'00" W FRM MON "B" M.C.S., (MON "B" IS LOC AT A PT 9.70 CHS, RECORD, S FRM THE N1/4 COR OF SD SEC 36): TH S 34*00'00" W 150.07 FT; TH N 58*00'00" W 147.95 FT; TH N 45*43'50" E 0.34 FT; TH N 57*21'13" W 20.76 FT; TH N 61* E 72.34 FT; TH N 69*00'00" E 67.80 FT; TH N 58*00'00" W 20.00 FT; TH N 32*00'00" E 32.00 FT; TH S 58*00'00" E 119.07 FT TO THE POB. CONT 0.50 AC. LESS THE FOL AMT SOLD: #104629 (236/150) (0.052 AC, M. OR L GOING TO: #05-257) LEAV 0.4480 AC, M. OR L / 0.45 AC, M. OR L

## EXHIBIT B

## LEGAL DESCRIPTION OF MORGAN HOTEL PARCEL

Parcel Number 00-0004-4956 (Serial Number 05-402)

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH.

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY;
THENCE NORTH 57°49'03" WEST 491.00 FEET TO A NAIL & WASHER,
THENCE SOUTH 32°10'57" WEST 150.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°10'57" WEST 15.50 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°49'03" EAST 51.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS
THENCE SOUTH 32°16'53" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°43'07" EAST 32.36 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°16'53" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°49'03" EAST 73.65 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°10'57" WEST 30.50 FEET TO A REBAR AND CAP;
THENCE NORTH 57°49'03" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°10'57" WEST 125.80 FEET TO AN EXISTING CHAIN LINK FENCE, AS DESCRIBED IN THAT CERTAIN FENCE LINE AGREEMENT RECORDED OCTOBER 1, 2007 AS ENTRY NO. 109460 IN BK 254 PG. 74 OF MORGAN COUNTY RECORDS;
THENCE NORTH 58°15'37" WEST 451.06 FEET ALONG SAID FENCE LINE AGREEMENT TO A REBAR AND CAP;
THENCE NORTH 30°11'08" EAST 127.10 FEET TO A REBAR AND CAP;
THENCE NORTH 46°00'00" EAST 50.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°10'16" EAST 30.10 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°50'34" EAST 117.69 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°49'03" EAST 175.74 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 77,531 sq.ft. 1.78 acres

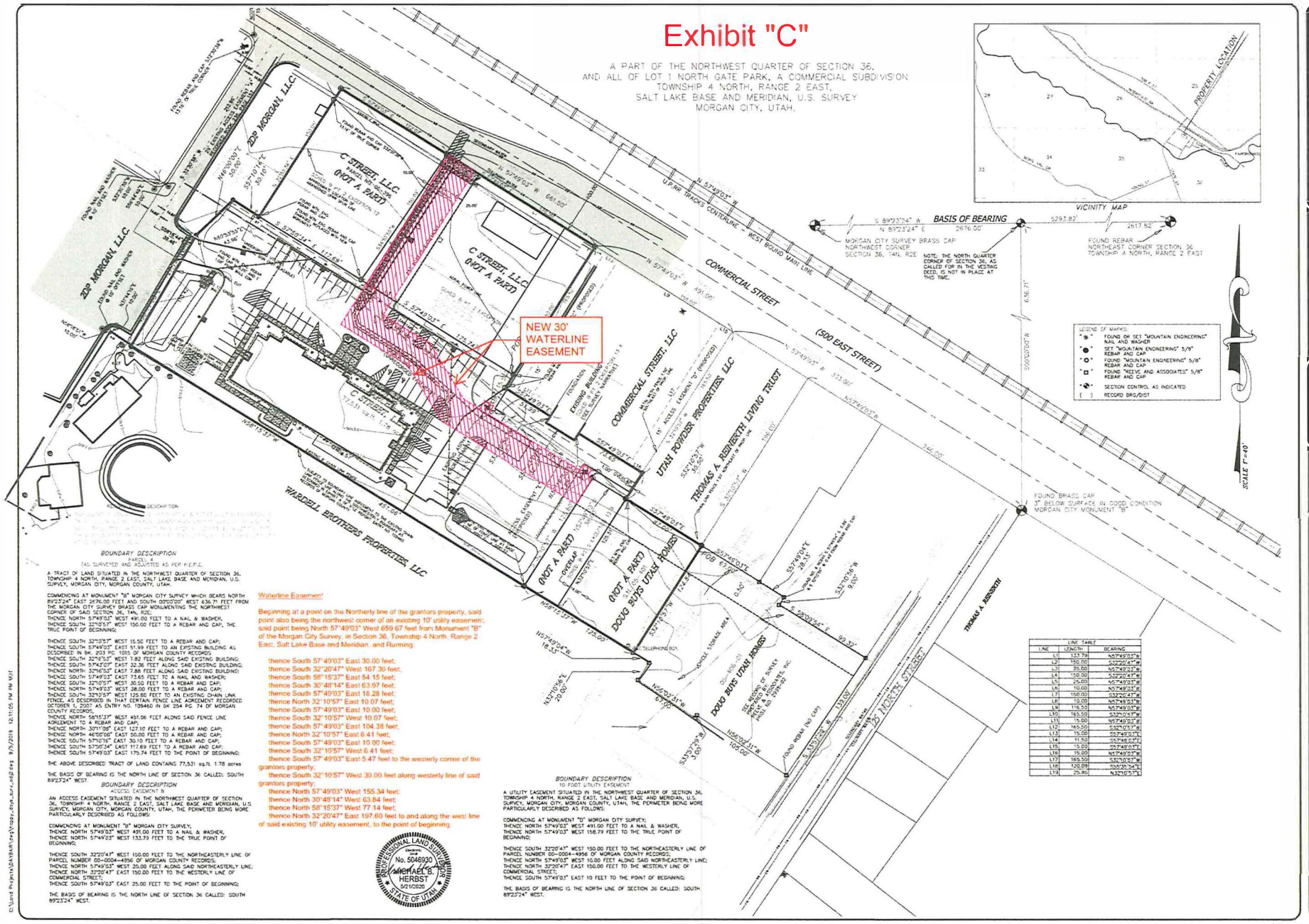
THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 36 CALLED: SOUTH 89°23'24" WEST.

# EXHIBIT C

## LEGAL DESCRIPTION OF CITY EASEMENT AREA

# Exhibit "C"

A PART OF THE NORTHWEST QUARTER OF SECTION 36,
AND ALL OF LOT 1 NORTH GATE PARK, A COMMERCIAL SUBDIVISION
TOWNSHIP 4 NORTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
MORGAN CITY, UTAH.




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 123.79 | N57°49'03"W |
| L2 | 150.00 | S32°10'57"W |
| L3 | 25.00 | N57°49'03"W |
| L4 | 150.00 | S32°10'57"W |
| L5 | 25.00 | N57°49'03"W |
| L6 | 10.00 | N57°49'03"W |
| L7 | 150.00 | S32°10'57"W |
| L8 | 10.00 | N57°49'03"W |
| L9 | 116.50 | N57°49'03"W |
| L10 | 165.50 | S32°10'57"W |
| L11 | 15.00 | N57°49'03"W |
| L12 | 165.50 | S32°10'57"W |
| L13 | 15.00 | S57°49'03"E |
| L14 | 11.50 | S57°49'03"E |
| L15 | 15.00 | S57°49'03"E |
| L16 | 15.00 | N57°49'03"W |
| L17 | 165.50 | S32°10'57"W |
| L18 | 120.09 | S89°36'54"E |
| L19 | 25.86 | N32°10'57"E |

**BOUNDARY DESCRIPTION**
PARCEL 4
TAX SURVEYED AND ADJUSTED AS PER R.E.P.C.

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH.

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY WHICH BEARS NORTH 89°23'24" EAST 2676.00 FEET AND SOUTH 00°00'00" WEST 636.71 FEET FROM THE MORGAN CITY SURVEY BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 36, T4N, R2E;
THENCE NORTH 57°49'03" WEST 491.00 FEET TO A NAIL & WASHER;
THENCE SOUTH 32°10'57" WEST 150.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°10'57" WEST 15.50 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°49'03" EAST 51.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 253 PG. 1085 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°6'53" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°53'07" EAST 32.36 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°6'53" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°49'03" EAST 73.65 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°10'57" WEST 30.50 FEET TO A REBAR AND CAP;
THENCE NORTH 57°49'03" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°10'57" WEST 125.80 FEET TO AN EXISTING CHAIN LINK FENCE, AS DESCRIBED IN THAT CERTAIN FENCE LINE AGREEMENT RECORDED OCTOBER 1, 2007 AS ENTRY NO. 109460 IN BK 254 PG. 74 OF MORGAN COUNTY RECORDS;
THENCE NORTH 58°15'37" WEST 491.06 FEET ALONG SAID FENCE LINE AGREEMENT TO A REBAR AND CAP;
THENCE NORTH 30°11'08" EAST 127.10 FEET TO A REBAR AND CAP;
THENCE NORTH 46°08'06" EAST 50.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°10'16" EAST 30.10 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°56'34" EAST 117.69 FEET TO A REBAR AND CAP;
THENCE SOUTH 57°49'03" EAST 175.74 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 77,531 sq.ft. 1.78 acres

THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 36 CALLED: SOUTH 89°23'24" WEST.

**BOUNDARY DESCRIPTION**
ACCESS EASEMENT 'B'

AN ACCESS EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY;
THENCE NORTH 57°49'03" WEST 491.00 FEET TO A NAIL & WASHER;
THENCE NORTH 57°49'03" WEST 133.79 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°20'47" WEST 150.00 FEET TO THE NORTHEASTERLY LINE OF PARCEL NUMBER 00-0004-4956 OF MORGAN COUNTY RECORDS;
THENCE NORTH 57°49'03" WEST 25.00 FEET ALONG SAID NORTHEASTERLY LINE;
THENCE NORTH 32°20'47" EAST 150.00 FEET TO THE WESTERLY LINE OF COMMERCIAL STREET;
THENCE SOUTH 57°49'03" EAST 25.00 FEET TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 36 CALLED: SOUTH 89°23'24" WEST.

**Waterline Easement**

Beginning at a point on the Northerly line of the grantors property, said point also being the northwest corner of an existing 10' utility easement; said point being North 57°49'03" West 659.67 feet from Monument "B" of the Morgan City Survey, in Section 36, Township 4 North, Range 2 East, Salt Lake Base and Meridian, and Running:

thence South 57°49'03" East 30.00 feet;
thence South 32°20'47" West 167.36 feet;
thence South 58°15'37" East 54.15 feet;
thence South 30°48'14" East 63.97 feet;
thence South 57°49'03" East 16.28 feet;
thence North 32°10'57" East 10.07 feet;
thence South 57°49'03" East 10.00 feet;
thence South 32°10'57" West 10.07 feet;
thence South 57°49'03" East 104.38 feet;
thence North 32°10'57" East 6.41 feet;
thence South 57°49'03" East 10.00 feet;
thence South 32°10'57" West 6.41 feet;
thence South 57°49'03" East 5.47 feet to the westerly corner of the grantors property;
thence South 32°10'57" West 30.00 feet along westerly line of said grantors property;
thence North 57°49'03" West 155.34 feet;
thence North 30°48'14" West 63.84 feet;
thence North 58°15'37" West 77.14 feet;
thence North 32°20'47" East 197.60 feet to and along the west line of said existing 10' utility easement, to the point of beginning.

PROFESSIONAL LAND SURVEYOR
No. 5046930
MICHAEL S. HERBST
5/21/2020
STATE OF UTAH

**BOUNDARY DESCRIPTION**
10 FOOT UTILITY EASEMENT

A UTILITY EASEMENT SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY;
THENCE NORTH 57°49'03" WEST 491.00 FEET TO A NAIL & WASHER;
THENCE NORTH 57°49'03" WEST 158.79 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°20'47" WEST 150.00 FEET TO THE NORTHEASTERLY LINE OF PARCEL NUMBER 00-0004-4956 OF MORGAN COUNTY RECORDS;
THENCE NORTH 57°49'03" WEST 10.00 FEET ALONG SAID NORTHEASTERLY LINE;
THENCE NORTH 32°20'47" EAST 150.00 FEET TO THE WESTERLY LINE OF COMMERCIAL STREET;
THENCE SOUTH 57°49'03" EAST 10 FEET TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 36 CALLED: SOUTH 89°23'24" WEST.

| REVISIONS | | |
|---|---|---|
| DATE | BY | COMMENTS |

DRAWN BY:

C STREET, L.L.C. PROPERTY
EASEMENT EXHIBIT "A"

PREPARED FOR: KEVIN GLASMAN, C STREET L.L.C., 5935 S. 2700 E. OGDEN, UT. 84403

JOB NO. 08-83 / 19-59

DRAWING NO. MC 08-83 / 19-59
SHEET 1 OF 1
FILE:happy_daze_surv_ADJD

C:\Land Projects\DATA\SURVEY\happy_daze_surv_adjd.dwg 9/5/2019 12:11:05 PM MST

Morgan City Capital Improvement Priorities
Years 2020-2027

| SHORT TERM 2020-2021 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CITY Priority | Entity / Department | Project Description | Estimated Total Cost | Revenue Sources/Shares | | Additional Funding Needed | | Projected Start/ EndDate |
| | | | | Sources | Amount | Grant | Loan | |
| 1 | RDA | Hotel | $1,000,000 | RDA/ TRT | $650,000 | | $350,000 | 2020-Started |
| 2 | City | Fiber Intranet and WIFI Connections to Facilities | $100,000 | 45 Fund | $100,000 | | | 2020 |
| 3 | Cemetery | Shed & Equipment Building (South Morgan Cemetery) | $150,000 | 64 Fund | $150,000 | | | 2020-2021 |
| 4 | Park | Pump and Sprinker System Replacement | $100,000 | 10 Fund | $100,000 | | | 2021-2022 |
| 5 | Park | SCADA System | $10,000 | 10 Fund | $10,000 | | | 2021 |
| 6 | Roads | Road Rebuilds | $2,000,000 | 45 Fund | $500,000 | $1,000,000 | $500,000 | Ongoing |
| 7 | Roads | 700 East - Curb, Gutter and Sidewalk | $100,000 | 10 Fund | $50,000 | $50,000 | | 2020-2021 |
| 8 | Water | Line replacements 4"-8" 100 North -State to 300 West & 100 East- Young to 100S | $750,000 | 51 Fund | $500,000 | | $250,000 | 2020 - Started |
| 9 | Sewer | Diffussers | $300,000 | 52 Fund | $300,000 | | | 2021 |
| 10 | Parks | Mickelsen Mile | $100,000 | 10 Fund | $50,000 | $50,000 | | 2021 |
| 11 | Roads | Young Street Bridge | $3,800,000 | 45 Fund | $500,000 | $2,000,000 | $1,200,000 | 2020-2022 - Started |

**MEDIUM TERM 2022-2027**

| CITY Priority | Entity / Department | Project Description | Estimated Total Cost | Revenue Sources/Shares | | Additional Funding Needed | | Projected Start/ End Date |
|---|---|---|---|---|---|---|---|---|
| 1 | Sewer | Mechanical Plant | $8,000,000 | 52 Fund DEQ | $500,000 | $1,500,000 | $6,000,000 | 2025 |
| 2 | Water | North Morgan Tank and Main | $1,500,000 | 51 Fund | $500,000 | | $1,000,000 | 2021-2023 |
| 3 | Parks | New Trails and Parks | $300,000 | 45 Fund | $150,000 | $150,000 | | 2022 |
| 4 | Roads | 300 West Between 100 North to Lift Station - All Island Road - Road Rebuild | $200,000 | 52 Fund 45 Fund | | | | 2025 |
| 5 | Public Works | Building - Shop | $1,500,000 | 45 Fund | $1,500,000 | | | 2025 |
| 6 | Cemetery | Land Purchase - North Cemetery | $150,000 | 64 Fund | $150,000 | | | 2025 |
| 7 | Parks | River Restoration / Diversions | $200,000 | City/ County/ NRCS | $50,000 City/ $50,000 County | $100,000 NRCS | | 2022 |
| 8 | Parks | Land Purchase - State Street | $160,000 | 45 Fund | $160,000 | | | 2022 |

**ORDINANCE 20-03**

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.15 OF THE MORGAN CITY CODE, AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE.**

**WHEREAS,** Morgan City changes various fees which are collected by different departments and divisions of the City; and

**WHEREAS,** these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

**WHEREAS,** some additions and changes need to be made to the Consolidated Fee Schedule; and

**WHEREAS,** the City Council of Morgan City desires to change the amount of some of the fees; and

**WHEREAS,** the City Council of Morgan City finds that the fees set forth herein are reasonable and should be adopted.

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

**SECTION 1. Enactment.** Title 1, Chapter 1.15 of the Morgan City Code is hereby amended as set forth in the Consolidated Fee Schedule of Morgan City, as attached hereto and made a part of this ordinance as though set forth in full herein.

**SECTION 2. Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately upon posting.

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of July, 2020.**

**CITY COUNCIL VOTE AS RECORDED:**

| | **Aye** | **Nay** | **Excused** |
|---|---|---|---|
| Councilmember London | ___ | ___ | ___ |
| Councilmember Wardell | ___ | ___ | ___ |
| Councilmember Turner | ___ | ___ | ___ |
| Councilmember Richins | ___ | ___ | ___ |
| Councilmember Alexander | ___ | ___ | ___ |

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

| | | |
|---|---|---|
| Mayor Little | ___ | ___ |

ATTEST:

RAY W. LITTLE, Mayor

DENISE WOODS, City Recorder

**ADMINISTRATION**

| SERVICE | FEE |
|---|---|
| Copies | |
| Black and White | |
| Regular (8 ½ x 11) | $0.25 per sheet |
| Double Sided | $0.40 per sheet |
| Legal | $0.40 per sheet |
| 11 x 17 | $0.60 per sheet |
| Colored | |
| Regular (8 ½ x 11) | $0.50 per sheet |
| Double Sided | $0.75 per sheet |
| Legal | $1.00 per sheet |
| 11 x 17 | $1.25 per sheet |
| | |
| Maps | |
| Zoning (Black and White) | Regular Copy Rate |
| Aerial | $4.00 each |
| Maps on Disk | $5.00 each |
| 8 ½ x 11 (Color) | $2.50each |
| 11 x 17 (Color) | $5.00 each |
| | |
| Documents / Reports | |
| Zoning Ordinance | Regular Copy Rate |
| General Plan | $10.00 each |
| Standard Specifications | $10.00 each |
| Electrical Connection Fees | $10.00 each |
| Business License Listing | $10.00 each |
| Financial Report (One Copy is Free to a City Resident Upon Request) | $5.00 each |
| Budget Report (One Copy is Free to a City Resident Upon Request) | $5.00 each |
| | |
| GRAMA Request (Research, Compilation, Editing, Etc.) | |
| First 15 Minutes | Free of Charge |
| Each Additional Hour | $20.00 per hour |
| Audio Recordings | $10.00 each |
| | |
| Returned Check Fee | $25.00 |
| | |
| Council Room Rental | |
| Rental Fee – Applies to ALL persons and Groups | $15.00 per hour |
| Deposit (Refundable) | $200.00 |
| | |

**ANIMAL CONTROL**

| SERVICE | | FEE |
|---|---|---|
| **Dog License** | | |
| | Unfixed | $16.00 |
| | Fixed | $8.00 |
| | Senior Citizen (Lifetime Tag) | $10.00 |
| | Duplicate Tag | $3.00 each |
| | | |
| **Miscellaneous Fees** | | |
| | Impound Fee | $25.00 |
| | Kennel License | $25.00 |

**BUSINESS LICENSE**

| CATEGORY | BASE FEE | BUILDING INSPECTION FEE (IF REQUIRED) | FIRE INSPECTION FEE (IF REQUIRED) |
|---|---|---|---|
| GENERAL<br>(Plus $5 Employment Fee for Each Full-Time Employee Excluding Owners and Family) | $50.00 | $25.00 | $25.00 |
| FOOD TRUCK – Reciprocal License<br>(Administrative Processing Fee Only) | $50.00 | | |
| HOME OCCUPATION<br>(Doesn't Include Application Fee) | | | |
| High Impact | $25.00 | $25.00 | $25.00 |
| Low Impact | $0.00 | $0.00 | $0.00 |
| Low Impact – Business License if Requested | $25.00 | | |
| MOTEL / HOTEL<br>BED / BREAKFAST (1-4 UNITS)<br>$8.00 Each Additional Unit | $50.00 | $25.00 | $25.00 |
| APARTMENTS<br>(Excluding 2 or Less) | $10.00 / Unit | $25.00 | $25.00 |
| TRAILER COURTS | $10.00 / Trailer | $2500 | $25.00 |
| STORAGE UNITS | ~~$10.00 / Unit~~$50.00 | $25.00 | $25.00 |
| AMUSEMENT MACHINES | $5.00 / Machine | | |
| PEDDLERS / SOLICITORS | | | |
| Application Fee | $25.00 per applicant | | |
| One Year | $75.00 / Year | | |
| TEMPORARY<br>(Single Individual) | $25.00 per season | $12.00 | $12.00 |
| SPECIAL EVENT – SINGLE EVENT | $50.00 plus<br>$10.00 per vendor | $25.00 | $25.00 |
| BEER LICENSE | | | |
| Class A (Sale of Beer Only) | $125.00 | | |
| Class B (Sale & Consumption) | $200.00 | | |
| | | | |
| LATE PAYMENT | 25% added to fee if not received by January 31st.<br>1.50% for each month not paid. | | |

**CEMETERY**

| SERVICE | FEE |
|---|---|
| **LAND PURCHASE** | |
| City Resident | $200.00 |
| County Resident | $450.00 |
| Non-Resident | $900.00 |
| | |
| **PERPETUAL CARE (Monthly Payment are Optional)** | |
| City Resident | $300.00 |
| County Resident | $550.00 |
| Non-Resident | $1,000.00 |
| | |
| **BURIAL FEES** | |
| **City Resident** | |
| Adult / Weekday | $450.00 |
| Adult / Weekend** | $650.00 |
| If funeral ~~or graveside is~~ procession reaches the cemetery at 2:00 pm or later an additional $100.00 Burial Fee | |
| Baby (small vault) / Urn – Weekday | $150.00 |
| Baby (small vault) / Urn – Weekend** | $200.00 |
| If funeral ~~or graveside is~~ procession reaches the cemetery at 2:00 pm or later an additional $50.00 Burial Fee | |
| **County / Non-Resident** | |
| Adult / Weekday | $650.00 |
| Adult / Weekend** | $900.00 |
| If funeral ~~or graveside is~~ procession reaches the cemetery at 2:00 pm or later an additional $100.00 Burial Fee | |
| Baby (small vault) / Urn – Weekday | $250.00 |
| Baby (small vault) / Urn – Weekend** | $300.00 |
| If funeral ~~or graveside is~~ procession reaches the cemetery at 2:00 pm or later an additional $50.00 Burial Fee | |
| ** Weekend includes, Saturday and Sunday along with any designated City holidays. | |
| | |
| **DISINTERNMENT – During Weekdays Only** | |
| Adult | $800.00 |
| Baby (small vault) / Urn | $300.00 |
| | |
| **TRANSFER** | $50.00 per name |

**CODE ENFORCEMENT**

| SERVICE | FEE |
|---|---|
| **Vehicle Restoration Permits** | |
| Original Permit Fee | $50.00 |
| Each Permit Extension | $25.00 |
| | |
| **Nuisance Violations** | |
| 1st Notice of Non-Compliance – Administrative Fee | $50.00 |
| Each Additional Notice of Non-Compliance | $100.00 |
| | |
| **Abatement Weed Mowing** | |
| Abatement for Non-Compliance of Ordinances, Including Property Owners Who Have Moved | |
| Contractors and Banks | $80.00 per man-hour (or bid price) |
| Administration Fee | $100.00 |
| The fee will be charged to landowners | |

**ELECTRIC**

| SERVICE | FEE |
|---|---|
| **RATE SCHEDULE #1 – RESIDENTIAL SERVICE** | |
| **AVAILABILITY:** At any point on the City's interconnected system where there are facilities of adequate capacity.<br><br>**APPLICATION:** This schedule is for alternating current electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes.<br><br>When conditions are such that service is supplied through one meter to more than one dwelling or apartment unit the charges for such service will be computed by multiplying the number of kWh's by the appropriate rate plus the appropriate customer charges by the maximum number of dwelling or apartment units that may be served. | |
| **Residential Monthly:** | |
| **R1 – City Residential** | |
| First 1,000 kWh | 10.1 cents per kWh |
| All kWh over 1,000 | 12.1 cents per kWh |
| | |
| **R2 – County Residential** | |
| First 1,000 kWh | 10.9 cents per kWh |
| All kWh over 1,000 | 12.9 cents per kWh |
| | |
| **RATE SCHEDULE #2 – GENERAL SERVICE – NON-RESIDENTIAL** | |
| **AVAILABILITY:** At any point on the City's interconnected system where there are facilities of adequate capacity.<br><br>**APPLICATION:** This schedule is for alternating current, single or three-phase electric service supplied at the City's available voltage through one electric service meter at a single point of delivery for all service required on the premises. | |
| **Large Commercial Monthly (Demand Greater Than 30 kW)** | |
| **CD1 and CD3 – Commercial City Demand 1-Phase and 3-Phase** | |
| Demand: kW for all kW in excess of 10 kW | $8.00 kW |
| Energy: Up to 10,000 kWh | 9.0 cents per kWh |
| Over 10,000 kWh | 5.5 cents per kWh |
| | |
| **CD2 and CD5 – Commercial County Demand 1-Phase and 3-Phase** | |
| Demand: kW for all kW in excess of 10 kW | $8.00 kW |
| Energy: Up to 10,000 kWh | 10.0 cents per kWh |
| Over 10,000 kWh | 6.0 cents per kWh |
| | |
| | |
| **Small Commercial Monthly (Demand 30 kW or Less)** | |
| **CD1 and CD3 – Commercial City Demand 1-Phase and 3-Phase** | |
| Demand: kW for all kW in excess of 10 kW | $8.00 kW |
| Energy: Up to 3,000 kWh | 9.0 cents per kWh |
| Over 3,000 kWh | 5.0 cents per kWh |
| | |
| **Yard Lights Monthly – C8 (Morgan City Multiple Street Lights)** | |

| Service | Rate | | |
|---|---|---|---|
| Y1 / Residential 1YL | 981 | | $15.00 |
| 1YL – 3 People | 982 | | $5.00 each |
| 2 YL | 985 | | $30.00 |
| 3 YL | 983 | | $45.00 |
| 1 YL / Tax Exempt | 984 | | $15.00 tax exempt |
| 1 YL / Business | 991 | | $15.00 |

| | | | | | |
|---|---|---|---|---|---|
| | | 2 YL / Business | 992 | | $30.00 |
| | | | | | |
| **Pump Rates Monthly** | | | | | |
| | Demand: | In excess of 5 kW for all kW in excess of 10 | | | $9.00 per kW |
| | Energy: | All usage | | | 5.5 cents per kWh |
| | | | | | |
| **NET METERING** | | | | | |
| | **Residential Monthly** | | | | |
| | | | | | |
| | Customer Charge Per Month | | | | $8.00 |
| | | **R1 – City Residential** | | | |
| | | | First 1,000 kWh | | 10.1 cents per kWh |
| | | | All kWh over 1,000 | | 12.1 cents per kWh |
| | | | | | |
| | | **R2 – County Residential** | | | |
| | | | First 1,000 kWh | | 10.9 cents per kWh |
| | | | All kWh over 1,000 | | 12.9 cents per kWh |
| | | | | | |
| | **Small Commercial Monthly (Business With a Demand of 25 kW or Less)** | | | | |
| | | | | | |
| | Customer Charge Per Month | | | | $8.00 |
| | | **CD1 and CD3 – Commercial City Demand 1-Phase and 3-Phase** | | | |
| | | | Demand: | kW for all kW in excess of 10 kW | $8.00 kW |
| | | | Energy: | Up to 3,000 kWh | 9.0 cents per kWh |
| | | | | Over 3,000 kWh | 5.0 cents per kWh |
| | Electricity generated by customer exceeding electricity consumed, customer will be credited at 4.4 cents per kWh | | | | |

**ELECTRIC CONNECTION / HOOK-UP FEES**

| **SERVICE** | **FEE** |
|---|---|
| **Temporary Connection** | $250.00 |
| Temporary connection fee includes the installation of panels, connection of power, and removal of panels | |
| **Subdivision Installation** | Cost of materials, time and equipment + 10% |
| Additional 10% is for Administrative Costs and Electrical Construction Inspections | |

**EVENTS – SPECIAL EVENTS / COMMUNITY EVENTS**

| SERVICE | FEE |
|---|---|
| **SPECIAL EVENTS – RIVERSIDE PARK** | |
| For- Profit Events – Park Use Fees Cover Use of Both Boweries, Large Grassy Area, Power and Water | |
| Special Event Park Use Fee – Full Day | $350.00 |
| Special Event Park Use Fee – Half Day | $175.00 |
| | |
| Grassy Area Hourly Use (4 Hours) - ONLY | $40.00 |
| Additional Hours | $10.00 per hour |
| | |
| **COMMUNITY EVENTS** | |
| **Special Event** | |
| Single Event | $50.00 base fee |
| Building Inspection Fee (If Required) | $25.00 |
| Fire Department Inspection Fee (If Required) | $25.00 |
| Vendor Permit | $10.00 per vendor |
| Electric (If Needed) | $20.00 per day / per vendor booth |
| Staff Fee – For Event Related Work | |
| Work Hours | $30.00 per hour / per employee |
| Weekends and After Work Hours | $50.00 per hour / per employee |
| | |
| **Morgan City Sponsored Events** | |
| Booth Rental / Vendor Permit | $25.00 |
| Electric (If Needed) | $20.00 per day / per vendor booth |
| Staff Fee – For Event Related Work | |
| Work Hours | $30.00 per hour / per employee |
| Weekends and After Work Hours | $50.00 per hour / per employee |
| | |
| **Non-Profit Fundraisers** | |
| Vendor Booth Space | $10.00 |
| Electric (If Needed) | $20.00 per day / per vendor booth |
| Staff Fee – For Event Related Work | |
| Work Hours | $30.00 per hour / per employee |
| Weekends and After Work Hours | $50.00 per hour / per employee |
| | |

In case unforeseen conditions arise outside the above stated parameters the Council may set and impose additional fees as appropriate.

ALL applications for participation at these events shall be done through the City offices.

**EXCAVATION FEES**

| **LENGTH OF CUT UP TO 8' WIDE**<br>Road cuts wider than 8' to be evaluated on an individual basis by the City.<br>Road cut width includes an additional 1' on each side of trenches to provide a clean cut, straight edge to pave against. | | **ROADS OLDER THAN 3 YEARS**<br>(Including Resurfaced Roads) | **ROADS NEWER THAN 3 YEARS**<br>(Including Resurfaced Roads) |
|---|---|---|---|
| **PAVED ROAD CUT FEE** | Up to 30' | $1,000 | $5,000 |
| | 31' to 60' | $1,500 | $6,000 |
| | 61' to 90' | $2,000 | $7,000 |
| | 91' to 120' | $2,500 | $8,000 |
| | 121' to 200' | $3,000 | $9,000 |
| | 201' to 300' | $3,500 | $10,000 |
| | 301' to 400' | $4,000 | $11,000 |
| | 401' to 500' | $4,500 | $12,000 |
| | 501' to 1,000' | $5,000 | $15,000 |
| | 1,001 to 1,500' | $6,000 | $20,000 |
| | 1,501' to 2,000' | $7,000 | $25,000 |
| | 2,001' to 3,000' | $8,000 | $30,000 |
| | Over 3,000' to be evaluated on an individual basis by the City | | |
| **PERMIT PROCESSING FEE** | | $100 | $100 |
| | | | |

- Road cuts will require a $10,000 surety bond which will be held for one year from the construction completion date and will be remitted if the pavement maintains its integrity for this time period.
- **Failure to obtain a permit prior to excavation will result in an additional penalty charge of $1,000.**

**GARBAGE**

| TYPE OF SERVICE | RATE | SIZE OF CONTAINER | COST |
|---|---|---|---|
| **Regular Residential** | | | |
| | 701 | 90 Gallon – Once / Week | $19.00 per month |
| | 702 | (2) 90 Gallon – Once / Week | $38.00 per month |
| | 727 | (3) 90 Gallon – Once / Week | $57.00 per month |
| **Commercial** | | | |
| | 709 | 90 Gallon – Once / Week | $19.00 per month |
| | 708 | 90 Gallon – Twice / Week | $38.00 per month |
| | 718 | (2) 90 Gallon – Once / Week | $38.00 per month |
| | 720 | (3) 90 Gallon – Once / Week | $57.00 per month |
| | 719 | (4) 90 Gallon – Once / Week | $76.00 per month |
| | 714 | (3) 90 Gallon – Twice / Week | $114.00 per month |
| | | | |
| Customers requesting a second can are required to keep the can for a minimum of 6 months. | | | |

**IMPACT FEES**

| TRANSPORTATION IMPACT FEES - SUMMARY | | |
|---|---|---|
| | | |
| **TYPE OF SERVICE** | **MAXIMUM FEE** | **ENACTED FEE** |
| Single-Family Residential | | $130.68 per dwelling unit |
| Shopping Center / Strip Mall | 1,000 sq. ft gross leasable area | $344.90 per unit |
| General Office Building | 1,000 sq. ft gross floor area | $134.83 |
| Industrial Park | 1,000 sq. ft. gross floor area | $46.65 |
| Elementary School | Per student | $26.16 |
| Middle School / Junior High | Per student | $29.49 |
| High School | Per student | $28.10 |
| | | |
| See Ordinance 19-01 for complete list of Transportation Impact Fees | | |
| | | |
| **PARKS, RECREATION AND TRAIL IMPACT FEE** | | $1,548.82 per household |
| | | |
| **SANITARY SEWER IMPACT FEES** | | |
| | | |

| METER SIZE | FLOW | RATIO | 2019 – 2023 FEES |
|---|---|---|---|
| .075 | | 1 | $1,576.84 |
| 1 | 55 | 1.57 | $2,475.07 |
| 1.5 | 160 | 4.57 | $7,206.16 |
| 2 | 200 | 5.71 | $9,002.76 |
| 4 | 1000 | 28.57 | $45,050.32 |
| 6 | 2000 | 57.14 | $90,100.64 |
| 8 | 3500 | 100 | $157,684.00 |
| | | | |
| **INDOOR WATER IMPACT FEES** | | | $1,619.13 per ERC |
| **North Morgan Special Improvement District (SID) properties do not pay water impact fee.** | | | |
| SID Properties Pay – Project Improvement Fee | | | $3,068.00 |
| | | | |

| IMPACT FEE ASSESSMENT CONVERSION TABLE | | |
|---|---|---|
| | | |
| **TYPE OF UNIT** | **CONVERSION FACTOR** | **ASSESSMENT BASIS** |
| Single-Family | 1 | Single-Family Residences |
| Multi-Family; Condominium | 0.6 | Multi-Family; Condominium Units |
| Hotel | 0.3 | Hotel Rooms |
| Restaurant | 0.08 | Restaurant Seats |
| Office | 0.0625 | Employees |
| Retail | 0.0275 | Employees |
| Sources: State of Utah, Rules of Public Drinking Water Systems, Section R309-510-7 Minimum Source Sizing. | | |

| ELECTRIC IMPACT FEES 2000 – TABLE 38 | |
|---|---|
| **SERVICE** | **IMPACT FEE** |
| **Single Phase Service Sizes (KVA)** | |
| 24 (100a 120 / 240v) | $538.02 |
| 30 (125a 120 / 240v) | $672.51 |
| 36 (150A 120 / 240V) | $807.00 |
| 48 (200A 120 / 240V) | $1,076.00 |
| 54 (225A 120 / 240V) | $1,210.51 |
| 96 (400A 120 / 240V) | $2,152.03 |
| **Three Phase Service Sizes (KVA)** | |
| 75.0 | $1,681.28 |

| | | |
|---|---|---|
| | 112.5 | $2,521.91 |
| | 150.0 | $3,362.55 |
| | 225.0 | $5,043.83 |
| | 300.0 | $6,725.12 |
| | 500.0 | $11,208.52 |
| | 750.0 | $16,812.77 |
| | 1000.0 | $22,417.02 |
| **North Morgan Special Improvement District Properties (SID) are required to pay:** | | |
| | Electric Impact Fees Plus | $285.00 Project Improvement Fee |

**PARK**

| SERVICE | | FEE |
|---|---|---|
| **PARK RESERVATION** | | |
| | Large Bowery (Riverside or Parkside) | $40.00 first four hours |
| | | $10.00 each additional hour |
| | Small Boweries – No reservation required | No fee – First come first serve |
| | No fees will be charged to Civic and Church organizations within Morgan County. | |

**PLANNING & ZONING**

| SERVICES | FEES |
|---|---|
| Site Plan Review (Commercial) | $500.00 plus $75.00 per acre |
| Subdivision Development (Residential) | $500.00 plus $90.00 per lot |
| Site Plan Review (Sensitive Lands) | $500.00 per lot |
| Electricity | $500.00 plus any costs incurred |
| Annexation Request | $160.00 |
| Appeal Authority Filing Fee | $50.00 |
| Conditional Use Application Fee | $50.00 |
| Home Occupation Application Fee | $50.00 |
| Rezoning Request Application Fee | $160.00 |
| Technical Meeting | $160.00 |
| | |
| **BUILDING PERMITS** | |
| Valuation | Based on the most current issue of the Building Safety Journal's Building Valuation Data Sheet, using 25% of the R-3 value for finished basements |
| General | Fee based on Table 1-A of the 1997 Uniform Building Code |
| Plan Review | |
| Residential | 20% of the Building Permit Fee |
| Commercial | 65% of the Building Permit Fee |
| Electrical | $10.00 plus $.03 per sq. ft. of finished area |
| Plumbing | $10.00 plus $.02 per sq. ft. of finished area |
| Mechanical | $10.00 plus $.02 per sq. ft. of finished area |
| Basement Finishes (Residential) | $100.00 |
| Accessory Building (up to 400 sq. ft. – Residential only with no electrical, plumbing or mechanical) | $100.00 |
| **ALL OTHERS** | |
| Permits not otherwise specified will be based on the number of anticipated inspections required: | |
| Per Inspection | $100.00 |
| Minimum Fee to Issue Permit | $100.00 |
| | |
| **MISCELLANEOUS FEES** | |
| Re-Inspection Fee | $100.00 |
| Subdivision Improvement Inspection Fee | 2.5% of bond amount |

**SEWER**

| SERVICE | | | FEE |
|---|---|---|---|
| **SEWER RATES** | | | |
| | **Residential:** | | |
| | | City Resident | $59.92 per month |
| | | County Resident | $65.21 per month |
| | **Commercial:** | | |
| | | <100 | $59.92 per month |
| | | 100 – 300 | $119.84 per month |
| | | 300 – 500 | $239.68 per month |
| | | 500 – 700 | $359.52 per month |
| | | 700 – 900 | $479.36 per month |
| | | >900 | $599.20 per month |
| | | Mobile Home Park (29 Units) | $1,737.68 per month |
| | | Como Springs (38 RV Pads / 1 Large Building) | $1,799.80 per month |
| | | | |
| **SEWER CONNECTION HOOK-UP FEES** | | | |
| | Sewer Hook-Up Fees | | $300.00 |
| | With Oil / Grease Interceptor | | $500.00 |

## WATER

| Meter Size | BASE RATE | | | Per Gallons | SW Access Overage Rate | No SW Access Overage Rate | Per Gallons |
|---|---|---|---|---|---|---|---|
| | City Rate | County Rate | Mahogany Ridge SID Rate | | | | |
| ¾" | $31.00 | $42.25 | $39.25 | 8,000 | $4.00 | $2.35 | 1,000 |
| 1" | $62.00 | $84.50 | $78.50 | 16,000 | $4.00 | $2.35 | 1,000 |
| 1 ½" | $124.00 | $169.00 | $157.00 | 32,000 | $4.00 | $2.35 | 1,000 |
| 2" | $186.00 | $253.50 | $235.50 | 48,000 | $4.00 | $2.35 | 1,000 |
| 4" | $372.00 | $507.00 | $471.00 | 96,000 | $4.00 | $2.35 | 1,000 |
| 6" | $744.00 | $1,014.00 | $942.00 | 192,000 | $4.00 | $2.35 | 1,000 |
| 8" | $1,488.00 | $2,028.00 | $1,884.00 | 384,000 | $4.00 | $2.35 | 1,000 |
| | | | | | | | SW – Secondary Water |

## OTHER RATES

| | City Rate | | Per Gallon | SW Access Overage Rate | | Per Gallons |
|---|---|---|---|---|---|---|
| NMWA | $1.50 | | Dependent on Shares | $1.00 | | 1,000 |
| Water Troughs | $4.00 | | 10,000 | $1.00 | | 1,000 |

## WATER METER CONNECTION / HOOK-UP FEES

| SERVICE | FEE |
|---|---|
| **WATER METER CONNECTION / HOOK-UP FEES** | |
| The meter connection fee shall be $250.00 plus the cost of each individual meter. The following connection fees are based on one meter: | |
| ¾" | $250.00 plus cost of meter |
| 1" | $250.00 plus cost of meter |
| 1 ½" | $250.00 plus cost of meter |
| 2" | $250.00 plus cost of meter |
| All water meters shall be furnished by the Morgan City Water Department. Connections larger than 2" shall be the cost of the meter(s) if installed by the developer/contractor. If on a connection larger than 2" the meter(s) is/are installed by Morgan City there shall be a $250.00 connection fee added to the cost of the meter. No materials other than the meter(s) shall be furnished by Morgan City unless they are billed to the developer/contractor on a separate invoice.<br><br>The cost of the meters shall be reviewed and revised as needed at least annually. They may be reviewed more frequently if rising supply cost warrants it, with the total connection fee per meter size to be set accordingly. | |
| | |
| **WATER TAPPING FEES** | |
| ¾" Meter – 1" Tap | $465.00 |
| 1" Meter – 1" Tap | $550.00 |
| | |
| **FIRE HYDRANT METER** | |
| Fire Hydrant Meter Deposit | $1,600.00 |
| Refundable Upon Meter Return Less Water Use Fee and Meter Rental Fee | |
| Set-Up Fee | $50.00 |
| Fire Hydrant Meter Rental Fee (Excluding Weekends and Holidays) | $10.00 per day |

| | | | |
|---|---|---|---|
| | Water Use Fee | | $4.00 per 1,000 gallons |
| Long Term Use – Quarterly billings will be based on the current 2" monthly culinary water rate. | | | |
| | | | |
| **SECONDARY WATER** | | | |
| | Secondary water service in Morgan City is provided by the Morgan Secondary Water Association, a non-profit organization. All rates and charges for this service are set by the entity. | | |
| | | | |
| | **CONNECTION PERMIT (LAWN SPRINKLING SYSTEM)** | | |
| | | From Culinary to Secondary | $50.00 |
| | | From Secondary to Culinary | $100.00 |
| | | | |
| | | Fine for Backflow & Cross Connection | Fee assessed by City Council – To include, but not limited to, any damages incurred to the system. |
| | | | |

**UTILITY FEES**

| SERVICE | FEE |
|---|---|
| **UTILITY FEES** | |
| Account Set-Up / Transfer Fee | |
| Power | $10.00 |
| Water | $10.00 |
| Sewer | $10.00 |
| Garbage | $10.00 |
| Shut-Off Fee | $60.00 |
| After Hours – Shut-Off / Turn-On Fee | $100.00 |
| Disconnect Fee | $40.00 |
| Reconnect Fee | $40.00 |
| WATER METER DEPOSIT FEE (Refundable) | $75.00 |
| ELECTRIC METER DEPOSIT (Refundable) | $75.00 |
| GARBAGE SET-UP FEE – NEW SERVICE (Non-refundable) | $100.00 |