

MORGAN CITY

**Electronic
Special Council
Meeting**

08-11-20

6:30 p.m.



SPECIAL CITY COUNCIL MEETING AGENDA
AUGUST 11, 2020 – 6:30 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 - morgancityut.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

CONSENT AGENDA:

1. Discussion and/or Action to Consider Approval of the Following:
 - a. City Council Meeting Minutes – July 14, 2020
 - b. Warrants

ACTIVE AGENDA:

2. 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.)
3. Reconsideration of Resolution 20-23 – Culinary Water Line Non- Exclusive Easement Agreement
4. Discussion / Approval – 2021 Wildland Fire Participation Commitment Between Utah Division of Forestry, Fire and State Lands and Morgan City
5. Discussion – Carbon Free Power Project
6. City Reports and Business:
 - A. City Manager
 - COVID-19
 - UTOPIA
 - Waterline Project
 - Waterline to Hotel
 - Power Outages
 - B. Mayor and Council
 - Ethical Behavior Pledge
7. Adjournment

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 7th day of August, 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**

July 14, 2020; 6:13 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT ELECTRONICALLY:**

**Mayor Ray W. Little, Tony London, Jeff Wardell,
Eric Turner, and Dave Alexander**

STAFF PRESENT ELECTRONICALLY:

**Ty Bailey, City Manager; Gary Crane, City Attorney;
and Denise Woods**

EXCUSED:

Jeffery Richins

**OTHERS PRESENT
ELECTRONICALLY:**

Traca Wardell, Morgan Chamber of Commerce

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 Wardell.

The opening ceremony was presented by Councilmember London.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
Minutes of the City Council Electronic Meeting – June 9, 2020
Minutes of the City Council Electronic Meeting – June 23, 2020
Warrants

SECOND: Councilmember Turner

The vote was unanimous to approve the minutes as written and one set of warrants.

VERBAL PETITIONS AND PRESENTATIONS

Ty Bailey, City Manager, said presentation was an annual update and request for next year's funding from the Chamber. He complimented the Chamber and on an amazing job even with the issues of COVID-19. Even though the regular 4th of July activities had been cancelled, the fireworks show still took place and the Chamber had worked hard to instill a sense of community.

Traca Wardell, representative of the Morgan Chamber of Commerce, gave a brief outline of what activities had been completed this year despite COVID-19:

- Annual kick-off event in January featuring Thurl Bailey was well attended.
- Annual Golf Tournament took place the first part of June, but the luncheon afterward had been cancelled due to COVID-19.
- 4th of July Fireworks but no activities throughout the day. Received positive comments about it being back at the High School.

Traca asked the City for a contribution of \$20,000.00, which was the same amount as last year.

Councilmember London complimented the Chamber for their efforts and what they had been able to accomplish the last few years.

Councilmember Alexander asked how the Chamber saw activities going forward.

Traca said the next big event the Chamber was involved in was Commercial Street Christmas. She wasn't sure what Christmas time would look like with the virus. There were too many unknowns right now, so discussions hadn't started yet.

Councilmember Turner suggested the Chamber get with the Health Department and find out how they could go forward with the Commercial Street Christmas event. The Health Department was there to help work through the issues of the virus. He said there would be restrictions but felt the Chamber could still put on the event.

Traca said the Christmas event brought in five to six thousand dollars to help families in the community. The Chamber would have an event just wasn't sure of the specifics yet.

Mayor mentioned the amount requested by the Chamber was in the 2020-2021 Fiscal Year Budget and it also included the City's membership dues.

MOTION: Councilmember Alexander moved to follow the budget and approve \$20,000.00 for the Chamber for the coming year. This amount also covered the City's annual membership dues to the Chamber.

SECOND: Councilmember London

Discussion on the Motion: None

Vote was 4 ayes; Motion passed unanimously to follow the budget and approve \$20,000.00 for the Chamber for the coming year. This amount also covered the City's annual membership dues to the Chamber; Councilmember Richins was absent.

Mayor thanked Traca for the presentation and complimented the Chamber on the work they did for Morgan City.

ACTIVE AGENDA

CITIZEN COMMENTS

Mayor asked if any requests to make comments had been received. Denise Woods, City Recorder, stated no requests to join the electronic meeting to make comments had been received.

MOUNTAIN VISTA VILLAS – CONDITIONAL ACCEPTANCE

Mayor explained the process of a subdivision to the point of granting conditional acceptance. Brent Slater, City Engineer – Jones and Associates, Mark Schmid and City staff had inspected the improvements and had found them to be completed satisfactorily and they met minimum requirements of Morgan City standards in accordance with engineering and/or subdivision plans submitted and previously approved.

Conditional acceptance of the Mountain Vista Villas Subdivision was recommended and the warranty period to begin, which lasted one year from date Conditional Acceptance was granted by the City Council. He explained the monies were to be held in the Escrow Account, which represented the 10% Guarantee and the cost to complete the final inspections next year. The total amount to remain in the Escrow Account was Twenty-One Thousand Three Hundred Eighteen Dollars Fifty-Eight Cents (\$21,318.58).

MOTION: Councilmember London moved to grant conditional acceptance to the Mountain Vista Villas Subdivision and that Twenty-One Thousand Three Hundred Eighteen Dollars Fifty-Eight Cents (\$21,318.58) remain in the Escrow Account for the warranty period of one year.

SECOND: Councilmember Turner

Discussion on the Motion: None

Vote was 4 ayes; Motion passed unanimously to grant conditional acceptance to the Mountain Vista Villas Subdivision and that Twenty-One Thousand Three Hundred Eighteen Dollars Fifty-Eight Cents (\$21,318.58) remain in the Escrow Account for the warranty period of one year; Councilmember Richins was absent.

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

Gary Crane, City Attorney, explained there had been a discussion in the past regarding secondary water in commercial and industrial developments and the amount of water shares to be required of the developer. He explained back then Morgan Secondary Water Association was requiring all water shares on the property associated with the development be dedicated. He said the difficulty was when the City required someone to connect to secondary water it was an exaction and the City was using their governmental authority to require someone to hook-up to the water system. The City needed to make sure the amount asked for was proportionate to what the need was for the development. After discussing the issues with the attorney for Morgan Secondary Water Association a Letter of Understanding, which carried the same impact as an addendum to the current agreement, was drafted. The Letter of Understanding clarified what the obligation of a commercial or industrial use would be when requiring water of the developer. After a discussion with the Mayor prior to the meeting, he suggested tabling this item for further clarification regarding the formula. He gave a brief synopsis of a recent lawsuit against Eagle Mountain regarding their water exaction requirements. They claimed the conservation standard imposed on all cities by the state of Utah should be the maximum exaction requirement imposed on all cities. He explained the conservation standard was extremely tight and very conservative and if the City required an exaction based on it, they wouldn't be able to meet their need for secondary water.

Gary wanted to add a provision to the agreement which stated if the law changed the City may need to change their standards/requirements. Currently, the City's zoning ordinance required a minimum standard of ten percent (10%) for landscaping. The State Engineer's standard for watering landscaping was 4-acre feet per acre of land developed so it would be reduced; 1-acre foot for culinary and 3-acre feet for secondary water use. After checking with Matt Hartvigsen, City Engineer – Jones & Associates, it was determined 3-acre feet of water per acre of subdivided land was a good standard for secondary water. (Formula: 10% of landscaping x 3-acre feet of water = .3-acre foot dedicated to the secondary water company.) The minimum standard was what was required by our zoning ordinance and the maximum standard of dedication would be the actual amount of landscaping if it exceeded the minimum amount of the development. In the past there was some confusion with the water companies not being sure of what their shares were worth when figuring the amount of water they received with each share. The Mayor had informed him there was a list of the companies and the amount of water which is attributable to each of their water shares. Each of the

companies would set those amounts and that document could be attached to the agreement if the Council desired.

Councilmember London mentioned years ago the City did exactions of water and now the City exacted water for the secondary water association. He asked if one way was better than the other.

Gary said in the past there were several lawsuits over exactions and as they were settled, and the secondary water company was formed, and they made the decisions as to how the water was held. He said there were several advantages of the City holding the water. The City could hold water for forty years without losing it for failing to put it to beneficial use and an individual could only hold the water for seven years. Under the Constitution, once the City held the water the City couldn't sell, give away, or lease the water. However, the battle would be with Morgan Secondary Water because they made the decision as to how the water was held because they provided the secondary water.

Councilmember London asked if the Secondary Water Association could legally exact water.

Gary said no. Through the City's ordinances and under state law the City required Morgan Secondary Water to give water to one particular company and in that way the City was still exacting water. He complimented the Morgan Water Board and the way they handled water issues. He said communication between the canal companies was an issue and Morgan City's Water Board made sure there were no excessive exactions and requirements of the developers.

Discussion regarding the formula and proposed changes to the wording in paragraph 4 to clarify the formula. (Example: Landscaping required was 10% of an acre – 43,560 sq. ft x 10% = 4356 x 3 ÷ 4356 = .3-acre feet of water.) Change the wording in number four to state the water requirement for landscaping was 3-acre feet of secondary water per acre of land which was landscaped but not less than the landscaping requirement for the zone.

Councilmember Alexander asked what happened if the amount of water shares required for a development wasn't available would it stop the development from proceeding.

Gary said Morgan had plenty of water which wasn't being put to a beneficial use and when agricultural property changed to a pressurized system the amount of water used on the property decreased. The City purchased water from Weber Basin by contract several years ago. He explained when Mahogany Ridge and Red Rock were developed the necessary shares were not available, so the City increased the rate for water in those subdivisions to off-set the additional expense of contracting with Weber Basin for water. He clarified that Weber Basin didn't have shares to give away, it was only a service. The City's contract was a transfer agreement and it allowed the City to draw from Weber Basin a certain amount of acre feet of water, but the City didn't receive the shares or the rights. Weber Basin was only a provider of water.

Councilmember London said the City leased 20-acre feet of water for 5 years for a total amount of 100 acre feet of water.

Gary stated this Letter of Understanding clarified the secondary water for non-residential uses only.

MOTION: Councilmember Turner moved to table Resolution 20-17 – A resolution adopting and approving the Letter of Understanding between Morgan City and Morgan Secondary Water Association.

SECOND: Councilmember London

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to table Resolution 20-17 - A resolution adopting and approving the Letter of Understanding between Morgan City and Morgan Secondary Water Association; Councilmember Richins was absent.

RESOLUTION 20-21 – LAND PURCHASE AGREEMENT – HSC MORGAN, LLC – LOCATED AT APPROXIMATELY 68 WEST 275 NORTH

Ty explained this was regarding the purchase of property between Tractor Supply and the Weber River. The property was 5.09 acres located at approximately 68 West 275 North. The agreed upon purchase price for the property was Seventy-Five Thousand Dollars (\$75,000.00).

Councilmember Alexander asked regarding responsibility for the title work.

Gary explained when the City purchased property, they were generally responsible for the title work.

MOTION: Councilmember Alexander moved to approve 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, for the purchase price of \$75,000.00.

SECOND: Councilmember Turner

Discussion on the Motion: Councilmember London asked if money would be put aside in future budgets for the design and maintenance of this property.

Mayor gave some ideas of how to move forward. Money used to purchase this is property was Park Impact Fee money. He said there were no specific plans for the use of the property, but several ideas had been discussed in a previous meeting, i.e. water, bike, dog, etc. He mentioned the work done by Utah State during the revitalization project of Commercial Street and stated it was a possibility to use them again with this project.

Ty said WFRC had a Transportation Land Connection Grant available in October and it was only used for planning trail systems and he would apply for the grant in conjunction with property over by Young Street Bridge. He said working with Utah State would be for park development.

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

Vote was 4 ayes; Motion passed unanimously to approve 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, for the purchase price of \$75,000.00; Councilmember Richins was absent.

RESOLUTION 20-22 – LONG-TERM STORM WATER MANAGEMENT AGREEMENT BETWEEN MORGAN CITY AND WARDELL BROTHERS CONSTRUCTION, INC.

Mayor explained the development was on Deb Evans' property and Wardell Brothers were building apartments on the property.

Ty explained this project didn't come through Planning Commission because the property was already zoned for the use proposed and there would be five units in the development. Under this agreement Wardell Brothers agreed to maintain the storm water facilities for this development and the City would not have any obligation.

Councilmember Alexander asked if it was a single parcel.

Ty said there were three parcels. The entry had two parcels and there would be an easement with the trailer park to achieve the frontage required and the remaining parcel was where the buildings were being built.

Gary said the Agreement would be recorded on the property and would travel with the land.

Councilmember Alexander asked if the language on Page 2 Section 3 – inspection performed by qualified personnel – needed to be more specific.

Gary said it would be the City's decision so the wording could be changed to – inspection performed by qualified personnel as approved by the City.

Discussion regarding the number of these agreements the City had with developers. Some Homeowner Associations were responsible for the maintenance, but the City inspected and required the necessary upgrades. Typically, the City took ownership but, in this development, there wasn't any infrastructure or other storm water capacity from other property, so it was contained on the property.

Gary said ultimately the City was responsible for the storm drain throughout the City. We try to have others share that liability through contracts.

MOTION: Councilmember Wardell moved to approve 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, as amended.

SECOND: Councilmember Alexander

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to adopt and approve 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, as amended; Councilmember Richins was absent.

RESOLUTION 20-23 – CULINARY WATER LINE NON-EXCLUSIVE EASEMENT BETWEEN MORGAN HOTEL, C STREET, LLC, AND MORGAN CITY CORPORATION

Ty explained this easement was on the Hotel property. The hotel was approved with a private culinary water line. The City received an easement from Doug Wickliffe, behind the businesses on Commercial Street, to tie and loop the water line together to increase the capacity of the line. If a water line was looped it had to be owned by the City. This would be an easement through the Hotel's property allowing the City access to the water main. He mentioned paragraph 2.6 which was restrictive and required the City to receive approval before installing laterals. He had spoken with Hotel representatives and they agreed with the elimination of paragraph 2.6. There were three existing buildings which shared one culinary connection in Commercial Street and if they needed to separate and have three meters, they would need a lateral to connect to the main line.

Councilmember Alexander asked about the benefits to the City in doing this instead of the Hotel.

Ty said the Hotel was paying for the construction and installation of the line, but the City would own the line once installed and this easement would give the City access to the line through their property. A looped system helped the City if there were ever a leak and it provided fire protection to the buildings. It also provided more capacity than what was in Commercial Street. If the water service for the buildings needed to be upgraded the water line would be in the back of the building instead of cutting into Commercial Street.

Councilmember Alexander asked if the line needed to be dedicated to the City if the City was going to own it.

Gary said one of the requirements for approval by the Planning Commission was the developer would install the infrastructure. This was an easement for the City to use/access the land.

Councilmember Alexander asked the difference between exclusive and non-exclusive easement.

Gary explained a non-exclusive easement allowed others to locate in the easement as well. An exclusive easement wouldn't allow anyone on the easement without the City's permission.

Ty said the City was required to inspect and maintain the water line and hydrants and the easement gave the City the ability to access property to accomplish the inspections and maintenance.

Councilmember London asked the location of the looped system.

Ty explained the water line would tie in from 125 North and then tie back into Commercial Street creating the loop. The upgraded service capacity eliminated the possibility of repairing and upgrading the water line currently located in Commercial Street. Future laterals to the businesses would come from behind the buildings.

MOTION: Councilmember London moved to adopt 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 with the deletion of paragraph 2.6 on page 2.

SECOND: Councilmember Turner

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to adopt and approve 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 with the deletion of paragraph 2.6 on page 2; Councilmember Richins was absent.

ADOPTION OF CAPITAL IMPROVEMENT LIST

Mayor explained each year the City in conjunction with COG (Council of Governments) created a list of capital improvement projects. The items listed were short-term and long-term projects for the City.

Ty displayed an amended version of the Capital Improvement List, which is attached hereto.

Councilmember Alexander asked if the list proposed was adopted would it bind the City to the project.

Mayor explained having the projects on the Capital Improvement List made them available for the City to apply for certain grants. Some grants required projects to be on a Capital Improvement List to be eligible for the funding. The list of projects approved by the Council would be presented to COG at the next meeting. He said the County would also put together a list and they would be combined into a City/County Capital Improvement List.

Councilmember Alexander asked if each project would be brought up individually for approval by the Council individually.

Ty said the City had completed 5 projects which were on the previous Capital Improvement List (i.e. Hotel, Sewer Treatment Plant, Island Road Substation, Commercial Street, and Young Street Sidewalk Project) and two of those projects were completed with grant dollars. Each year the projects would be evaluated, and adjustments made to the list. There was more need in the City than revenue generated. If a grant became available a lower priority project could be completed before a higher priority project.

Councilmember London asked if the purchase of property the Council approved tonight should be on the list.

Ty explained each of the projects on the list. First page was possible projects the City would like to complete within the next couple of years – Short Term List.

- Young Street Bridge
- Fiber Intranet
- Line Replacement 100 North State to 300 West

- Diffusers
- Island Road Rebuild
- Upgrade Public Works Building
- Pump and Sprinkler System Replacement
- SCADA System
- 700 East, Curb, Gutter and Sidewalk Connected
- Shed and Equipment Building (South Morgan Cemetery)

Page 2 – Possible projects the City would like to complete within the next four to eight years – Medium Term List.

- Full Mechanical Plant – Sewer Lagoons
- North Morgan – Upgrade to Tank and Water Main
- New Trails and Parks
- Road Rebuilds
- Land Purchase – North Cemetery
- River Restoration / Diversions
- Land Purchase – State Street

Ty explained the items on the list could be eligible for grants or low impact loans.

Councilmember Turner explained this was a fluid document and could change. He approved of the Young Street Bridge and the Fiber Intranet being top priority projects.

Councilmember London asked if the SCADA system and the fiber intranet could be combined in one project

Ty explained why they were separate projects. By doing the fiber intranet first it would open the SCADA system or other similar products.

Councilmember Turner asked if Wi-Fi connections had been put in the park.

Ty said it was available, but it wouldn't be free. The City would pay for the installation cost for any of the additional facilities. He had a list of the installation costs for each facility. The City needed to prioritize and identify each point and what Wi-Fi it would provide so we could maneuver through the entire City's Wi-Fi network.

Councilmember Turner asked what benefit it would be at the park.

Ty explained we would be able to connect to the well and put our own WI-FI signal so employees could log into the system and monitor and control other systems, i.e. SCADA, map upgrading, etc. More opportunities would be available as the system was built-out.

MOTION: Councilmember Alexander moved to adopt and approve the Morgan City Capital Improvement List – Short Term 2020-2024 and the Medium Term 2022– 2028, and the priorities as listed.

SECOND: Councilmember London

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to adopt and approve the Morgan City Capital Improvement List – Short Term 2020-2024 and the Medium Term 2022– 2028, and the priorities as listed; Councilmember Richins was absent.

ORDINANCE 20-03 – AMENDMENT TO TITLE 1, CHAPTER 1.15 – CONSOLIDATED FEE SCHEDULE

Mayor explained this schedule was reviewed and amended each year if necessary. This year there were some amendments to the Consolidated Fee Schedule. He explained each of the proposed amendments:

- Business Licenses – Storage Units – Amend to a fee of \$50.00 instead of a per unit charge;
- Cemeteries – Amend the language under burial fees to read – If funeral procession reaches the cemetery at 2:00 pm or later This amendment didn't change the burial fees it was just for clarification as to when the additional fee was charged.
- Electrical Connection Fees – Amendment to collect \$250.00 for Temporary Connections (installation of panels, connection of power, and removal of panels) and the collection of actual cost of materials, time and equipment, plus 10% for subdivision installation.
- Planning and Zoning – Amendment to collect \$500.00 for Sensitive Lands Site Plan Review.
- Administration – Amend by deleting Electrical Connection Fees rather than changing it to Utility Billing Report. As a courtesy the City provided the Utility Billing Report to customers when requested at no charge.

Councilmember Turner appreciated the inclusion of the electrical fees and the City doing the work. He asked regarding the amendment to the burial fees.

Ty explained the new language was a clarification to existing fees. He said the fee was charged when the funeral procession was scheduled after 2:00 p.m.

Councilmember London asked for clarification regarding net metering. He said there was an \$8.00 per month charge to the customer and he asked if the City would pay the customer 10.1 cent per kWh put back into the system.

Ty said the \$8.00 was the grid access charge. The idea in doing solar wasn't to sell the City power, the idea was the customer would generate their own power for their own needs. The City didn't want the power back on the system. The customer would receive a credit at 4.4 cents per kWh on their bill because that was the amount the City paid for wholesale power.

Ty explained anytime the City charged a fee it was to off-set the direct cost associated with the service.

MOTION: Councilmember London moved to adopt Ordinance 20-03 – An ordinance amending Title 1, Chapter 1.15 of the Morgan City Code, amending fees of the Consolidated Fee Schedule with the proposed changes and by further amending the language under Electrical Connection – Subdivision Installation with the addition of the word actual and the deletion of the next line, and under Administration by deleting the line item and fee for Electrical Connection Fee Report.

SECOND: Councilmember Wardell

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to adopt Ordinance 20-03 – An ordinance amending Title 1, Chapter 1.15 of the Morgan City Code, amending fees of the Consolidated Fee Schedule with the proposed changes and by further amending the language under Electrical Connection – Subdivision Installation with the addition of the word actual and the deletion of the next line, and under Administration by deleting the line item and fee for Electrical Connection Fee Report; Councilmember Richins was absent.

CITY REPORTS AND BUSINESS

City Manager Updates

COVID-19 – Cases in Morgan were still increasing so the office was still closed and was by appointment only.

UTOPIA – City currently had 635 connections.

UAMPS – Carbon Free Project was at the crossroads of funding through Phase 1. The Council would need to adopt moving forward. Contracts with DOE had changed. Town Hall meeting scheduled on July 21st and 3:00 pm and Council was invited to attend. The new budget needed to be adopted in September.

FINANCIAL STATEMENTS – June financial statement came out today, but there was still some reconciliation to be done for the end of year expenses incurred during June.

CABOOSE – Everything was lined up and now the schedule would be put together for the sandblasting, painting, site preparation, etc. He asked Councilmember Wardell to coordinate the site preparation with the entities for each piece project.

Councilmember Wardell said they planned on beginning the site preparation the first part of August.

Councilmember Alexander said he had taken the training provided by the State Auditor's office and it was well presented and worth his time.

This meeting was adjourned at 8:19 p.m.

Denise Woods, City Recorder

These minutes were approved at the August 11, 2020 meeting.

Morgan City Capital Improvement Priorities
Years 2020-2028

1

SHORT TERM 2020-2024									
CITY Priority	Entity / Department	Project Description	Estimated Total Cost	Revenue Sources/Shares			Additional Funding Needed		Projected Start/ EndDate
				Sources	Amount	Grant	Loan		
High	Roads	Young Street Bridge	\$3,800,000	45 Fund	\$500,000	\$2,000,000	\$1,200,000	2020-2022 - Started	
High	City	Fiber Intranet and WIFI Connections to Facilities	\$100,000	45 Fund	\$100,000			2020 -2022	
High	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	
High	Sewer	Diffusers	\$300,000	52 Fund	\$300,000			2021	
Medium	Roads	300 West Between 100 North to Lift Station - All Island Road - Road Rebuild	\$250,000	52 Fund 45 Fund	\$250,000			2021	
Medium	Public Works	Public Works Building	\$1,500,000	45 Fund	\$500,000		\$1,000,000	2022-2024	
Medium	Park	Pump and Sprinkler System Replacement	\$100,000	10 Fund	\$100,000			2021	
Medium	Park	SCADA System	\$10,000	10 Fund	\$10,000			Ongoing	
Low	Roads	700 East - Curb, Gutter and Sidewalk	\$100,000	10 Fund	\$50,000	\$50,000		2020-2021	
Low	Cemetery	Shed & Equipment Building (South Morgan Cemetery)	\$150,000	64 Fund	\$150,000			2020-2021	

MEDIUM TERM 2022-2028									
CITY Priority	Entity / Department	Project Description	Estimated Total Cost	Revenue Sources/Shares		Additional Funding Needed		Projected Start/ End Date	
High	Sewer	Mechanical Plant	\$8,000,000	52 Fund DEQ	\$500,000	\$1,500,000	\$6,000,000	2025	
High	Water	North Morgan Tank and Main	\$1,500,000	51 Fund	\$500,000		\$1,000,000	2024-2028	
Medium	Parks	New Trails and Parks	\$300,000	45 Fund	\$150,000	\$150,000		2024	
Medium	Roads	Road Rebuilds	\$2,000,000	45 Fund	\$500,000	\$1,000,000	\$500,000	2025	
Low	Cemetery	Land Purchase - North Cemetery	\$150,000	64 Fund	\$150,000			2025	
Low	Parks	River Restoration / Diversions	\$200,000	City/ County/ NRCS	\$50,000 City/ \$50,000 County	\$100,000 NRCS		2024	
Low	Parks	Land Purchase - State Street	\$160,000	45 Fund	\$160,000			2022	

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 11th day of August, 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 and Laterals (each as hereinafter defined) on the Morgan Hotel Parcel and the C Street Parcels; and

E. The Parties intend to establish an easement for the culinary Water Line and Laterals 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**. Subject to compliance with all terms and conditions of this Agreement, 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 purposes of:

- 1.1 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**"); and

- 1.2 upon no less than thirty (30) days prior written notice to the affected Grantor Parcels, installing laterals, taps, or sub-feeds from the Water Line to adjacent properties (collectively “**Laterals**”) within the City Easement Area.

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 and Laterals at or below grade on the Grantor Parcels and/or adjacent properties.

- 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 Laterals, 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.

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 and Laterals 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 and/or Laterals 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 Laterals 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 and Laterals in place and relinquish all right, title, and interest to the Water Line and Laterals to C Street and Morgan Hotel as to the portion of the Water Line and Laterals 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, the City has executed this Agreement as of the day and year below.

CITY:
CITY OF MORGAN

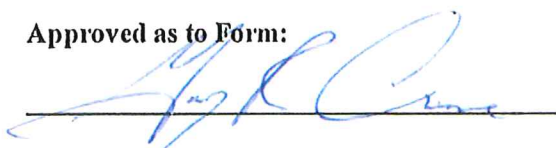
Ray W. Little, Mayor

Date: _____

Attest: _____
City Recorder, Denise Woods

Date: _____

Approved as to Form:



City Attorney, Gary R Crane

Date: 8/8/2020

[SIGNATURE PAGE]

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



Utah Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703



**FINANCIAL STATEMENT: WILDLAND FIRE PROGRAM PARTICIPATION COMMITMENT BETWEEN
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
and MORGAN**

	Medium Risk Assessment	High Risk Assessment	Total
	\$595	\$704	\$1,299
Division's 10 year fire suppression cost average within the jurisdiction:			
Less carry over balance from previous year:			
Plus amount not met from previous year(s):			
Participation Commitment for FY2021:			\$1,299

List below how the Participating Entity plans to meet the Participation Commitment total above. List the project, action or acquisition. Category (fuel mitigation, wildfire prevention, wildfire suppression capacity) Duration (how long will the project take to complete) Value this Year (estimated value to be claimed this year) All Projects-Actions or Acquisitions must be included in the approved Community Wildfire Preparedness Plan

Proposed Project, Action, or Acquisition	Category	Duration	Value this Year
Robinson Springs Cleanup	Fuel Mitigation	2 Months	\$50,000
Sewer Lagoon - Debris Cleared	Fuel Mitigation	1 Month	\$5,000
Wildfire Prevention - Annual Workshop	Wildfire Prevention	2 Months	\$2,800
CARRY OVER FROM 2020 FISCAL YEAR			

Utah Division of Forestry, Fire and State Lands

Signature

Print Name and Title

Date

Official Participating Entity Representative

Signature

Print Name and Title

Date

A RESOLUTION RELATING TO THE CARBON FREE POWER
PROJECT; CONDITIONALLY APPROVING A REVISED BUDGET AND
PLAN OF FINANCE; AND RELATED MATTERS.

*** *** ***

WHEREAS, Utah Associated Municipal Power Systems ("*UAMPS*") has been organized under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "*Act*"), and the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action (the "*Joint Action Agreement*") as a separate legal entity and a political subdivision of the State of Utah to accomplish the purposes of its members through joint and cooperative action and to provide a means to secure electric power and energy for the present and future needs of its members;

WHEREAS, the Board of Directors of UAMPS (the "*Board*") has established the Carbon Free Power Project (the "*Project*") as a separate "project" of UAMPS under the Joint Action Agreement and a Project Management Committee for the Project has been previously established;

WHEREAS, the Board and the Project Management Committee have previously approved the Carbon Free Power Sales Contracts dated as of April 1, 2018 (the "*Power Sales Contracts*"), pursuant to which UAMPS will undertake the Project and will sell Electric Power, Electric Energy and Environmental Attributes from the Project to the members of UAMPS and other purchasers listed on Schedule I to the Power Sales Contracts (the "*Participants*");

WHEREAS, on July 17, 2019, the Board adopted a resolution (a) approving the declaration by the Project Management Committee of the Effective Date of the Power Sales Contracts on and as of such date, (b) providing that voting to approve Schedule I to the Power Sales Contracts as of the Effective Date and to establish the Board under the Power Sales Contract would be conducted on August 21, 2019 after Participants have delivered and the Project Management Committee has

accepted Entitlement Shares that have been approved prior to August 21, 2019, and (c) addressing certain related matters;

WHEREAS, the Board approved an amendment to the Budget and Plan of Finance on November 20, 2019 that increased the maximum amount of Development Costs that could be incurred during Phase 1 of the Licensing Period under the Power Sales Contracts, notice of such increase was given to the Participants pursuant to Section 601(f) of the Power Sales Contracts, and there were no Participant withdrawals or reductions pursuant to the Power Sales Contracts;

WHEREAS, the U.S. Department of Energy (“DOE”) and UAMPS are in the DOE procurement process to provide the Project with a cooperative agreement providing DOE cost sharing support for the Project in the amount of approximately \$1.4 Billion (the “*New DOE Multi-Year Award*”), which such cost sharing support will be subject to annual appropriations; the New DOE Multi-Year Award will supersede the current DOE cost sharing award for the Project and is contemplated to be finalized and awarded in early September 2020;

WHEREAS, UAMPS has been negotiating (a) the Development Cost Reimbursement Agreement (the “*DCRA*”) with NuScale which provides for UAMPS with the right of reimbursement in the event the “Project Cost Estimate” when inputted into the “Levelized Cost of Electricity Model” (as such terms are defined in the DCRA) for the Project exceeds \$55/MWh (in 2018\$) (the “*Economic Competitiveness Test*”) and (b) the Engineering, Procurement, and Construction Development Agreement (the “*EPC DA*”) with Fluor Enterprises, Inc. which will provide for the delivery of revisions to Project Cost Estimate for the purposes of running the Economic Competitiveness Test in the DCRA;

WHEREAS, UAMPS anticipates being in a position to present both the DCRA and EPC DA for approval during the August Project Management Committee meeting;

WHEREAS, UAMPS has prepared revisions to the Budget and Plan of Finance that increase the maximum amount of Development Costs that may be incurred during Phase 1 of the Licensing Period under the Power Sales Contracts and updated the estimated schedule and other information for the Project, taking into account the anticipated terms of the New DOE Multi Year Award, the EPC DA and the DCRA (the "*Revised Budget and Plan of Finance*"); and

WHEREAS, the Project Management Committee has recommended that the Board approve the Revised Budget and Plan of Finance subject to (a) satisfaction of the conditions subsequent described herein and (b) providing the Participants with notice of the Revised Budget and Plan of Finance and a period of sixty (60) days, with the support of UAMPS staff and Project partners, to meet and confer with their governing bodies regarding the current development status of the Project, proceeding with continued Development Work as contemplated in the Revised Budget and Plan of Finance in order to complete the development of the Construction and Operating License Application (COLA) for the Project and determining whether to increase, reduce or withdraw their participation in the Project as provided in the Power Sales Contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS, AS FOLLOWS:

Section 1. Definitions. Initially-capitalized terms used and not defined in this resolution have the meanings assigned to such terms in the Power Sales Contracts.

Section 2. Conditional Approval of the Revised Budget and Plan of Finance. Upon the recommendation of the Project Management Committee (PMC), the Board approves the conditional adoption of the Revised Budget and Plan of Finance subject to the following conditions subsequent:

- (a) approval by the PMC of the New DOE Multi Year Award and its execution and delivery by the parties thereto;

(b) approval by the PMC of the EPC DA and its execution and delivery by the parties thereto;

(c) approval by the PMC of the DCRA and its execution and delivery by the parties thereto; and

(d) the Project Management Committee's adoption of an interim budget for Development Work within the Maximum Development Costs to commence around October 1, 2020.

The PMC's approval of the New DOE Multi Year Award, the EPC DA and the DCRA shall be made by written resolution, which shall include a determination that it is in the best interest of the Project to proceed with further Development Work through Phase 1 of the Licensing Period which shall include the delivery of a "Class III" Project Cost Estimate for the Project and running of the Economic Competitiveness Test under the DCRA consistent with the Revised Budget and Plan of Finance. UAMPS may not incur Development Costs that exceed \$9 million (the maximum amount that was approved on November 20, 2019) until the PMC has adopted such resolution.

Section 3. *Project Billings.* UAMPS will continue to hold billings for the Participants for their respective Development Cost Shares of all Development Costs of the Revised Budget and Plan of Finance. Project included in the approved budget for the Project and the Budget and Plan of Finance as of August 17th 2019 and the amended Budget and Plan of Finance as of November 20, 2019, including all Siting Phase Work Costs incurred under the Siting Phase Study Agreement.

Section 4. *Issuance of Notice Regarding the Conditional Adoption of the Revised Budget and Plan of Finance.* UAMPS shall issue notice to the Participants of the conditional adoption of the Revised Budget and Plan of Finance as soon as possible after the effective date of this Resolution. Such issuance will commence the sixty-day period during which each Participant may provide its notice of increase, withdrawal or reduction pursuant to the Power Sales Contracts.

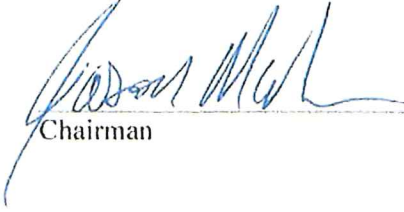
Section 5. Engagement of Financial Advisor. The engagement of PFM Financial Advisors LLC, a registered municipal advisor, to provide financial advisory services to UAMPS in connection with the development and execution of the financing of the Project is hereby ratified and approved.

Section 6. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 7. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of Directors of the Utah Associated Municipal Power Systems, this 15th day of July, 2020.

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS


Chairman

[SEAL]

ATTEST:


Secretary



Ethical Behavior Pledge

The following pledge is required to be made annually by all officers and employees of Morgan City:

I, _____ am an officer/employee of Morgan City.

I pledge to adhere to the code of ethics as approved by the Morgan City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and Morgan City Code Title 1 provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances.

DATED THIS _____ DAY OF _____, _____.

By: _____

Title/Office: _____

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

SWORN TO AND SUBSCRIBED BY ME THIS _____ DAY OF
_____, _____.

By: _____
NOTARY PUBLIC

