

MORGAN CITY

**Electronic
Council Meeting**

09-08-20

6:00 p.m.



**CITY COUNCIL MEETING AGENDA
SEPTEMBER 8, 2020 – 6:00 P.M.
MORGAN, UTAH**

PUBLIC INVITED TO ATTEND BY:

Click the link to join the electronic meeting: **Registration Required before 5:00 p.m. on the day of the meeting.**
https://us02web.zoom.us/joining/register/tZUkdOCprz8uEt3sKiOT_9YbJqgw5_sZQa3U

Or by YouTube recording on morgancityut.org

Public meetings will be held electronically in accordance with Utah Code Ann. §§ 52-4-210 et. seq., Open and Public Meetings Act. Pursuant to a written declaration by Mayor Ray W. Little, finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to the infectious and potentially dangerous nature of COVID-19 virus, public meetings will be held electronically until further notice. No physical meeting location will be available.

Members of the public may participate in the Citizen Comment portion of the agenda by:

Email: dwoods@morgancityut.org

Subject Line: Must include the date of the meeting and designate "Citizen Comment."

Email Body: Must include First and Last Name and Address and a brief statement (reference agenda item # if applicable).

Comments must be received before 5:00 p.m. on the day of the City Council Meeting

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 – August 25, 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. Resolution 20-17 – Letter of Understanding Between Morgan City and Morgan Secondary Water Association Regarding Water for Commercial and Manufacturing Uses
4. Resolution 20-25 – Exchange Agreement Between Morgan City and Morgan County School District
5. Resolution 20-26 – Connection to Morgan City Water Service – Terry Lawrence
6. Discussion – Carport Regulations (Morgan City Code Sections 10.04.010, 10.14.030, 10.14.070, and 10.16.020)
7. Discussion – Signs (Morgan City Code – Section 10.32.140 Detached Signs; Area and Location in Commercial and Manufacturing Zones)
8. City Reports and Business:
 - a. City Manager
COVID-19
UTOPIA
 - b. Mayor and Council

9. 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 **3rd day of September, 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**

AUGUST 25, 2020; 6:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT ELECTRONICALLY:**

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

**STAFF PRESENT
ELECTRONICALLY:**

**Ty Bailey, City Manager; Gary Crane, City Attorney;
Jamie Grandpre, Water/Wastewater Senior
Operator; and Denise Woods**

**OTHERS PRESENT
ELECTRONICALLY:**

Dennis Lyon, HomeServe; and Terry Lawrence

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah.

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

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

The opening ceremony was presented by Councilmember Richins.

MINUTES AND WARRANTS

Councilmember Alexander suggested a change in the minutes of the City Council meeting regarding the vote on Resolution 20-19. He suggested the word “unanimously” be eliminated as the vote was 4 ayes to 1 nay.

MOTION: Councilmember Alexander moved to approve the following:
Minutes of the Morgan City Council Meeting – August 11, 2020 (Truth in Taxation) with the change mentioned on page 2;
Minutes of the Special City Council Meeting – August 11, 2020; and
Warrants

SECOND: Councilmember Turner

The vote was unanimous to approve both sets of minutes of August 11, 2020 with the elimination of the word “unanimously” on Page 2 as suggested and one set of warrants.

PRESENTATIONS

HOMESERVE – NLC SERVICE LINE WARRANTY PROGRAM – DENNIS LYON, REGIONAL DIRECTOR

Jamie Grandpre, Water/Wastewater Senior Operator, introduced Dennis Lyon with HomeServe. Dennis Lyon explained HomeServe was the provider of the National League of Cities Service Line Warranty Program. The program had been available for 17 years and was accredited with the Better Business Bureau with an A+ rating and had the endorsement of the National League of Cities (NLC) since 2010. He explained infrastructure was a challenge and the EPA estimated that cities across the nation would spend

heavily on replacement and upgrades to infrastructure over the next 20 years. Homeowners were responsible for the laterals to their home and they were subjected to the same elements as public lines, i.e. ground shifting, fluctuating temperatures, tree root penetration, corrosion, etc. The common misconception was homeowners thought the municipality was responsible for maintenance of the water and sewer lines on their property or their homeowner's policy would cover them. He explained HomeServe administered all aspects of the program, i.e. marketing, billing, claims, customer service, and setting up local contractors to provide the service. There was no cost to the City and no public funds were used. HomeServe also educated residents on their lateral line responsibilities. He explained their service offered 3 separate products – External Water Line Coverage, External Sewer Lateral Coverage, and In-Home Plumbing Coverage. He explained the coverage provided to the homeowner and the marketing approach. He stated nothing would be mailed to residents without the City's review and approval. The City's role in the partnership with HomeServe would be to allow the usage of the City logo and a generic signature.

Discussion regarding the following items:

- Responsibility of billing;
- Profit or non-profit business;
- Benefits of going through cities to promote the business;
- Residents had confidence in program if City officials had vetted the program;
- Responsibility to make best decision for the community;
- Other companies providing the service and was uncomfortable supporting one over the others;
- Cost for service listed as initially \$5.75 per month and there was a clause in the agreement which allowed HomeServe to increase prices when necessary; and
- Number of incidents regarding these issues were approximately one dozen per year and mostly during the winter months.

CITIZEN COMMENTS

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

Mayor suggested changing the agenda to discuss item 5, Resolution 20-24 – HomeServe, before item 4.

NEW BUSINESS

RESOLUTION 20-24 – HOMESERVE – MARKETING AGREEMENT BETWEEN UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. d/b/a SERVICE LINE WARRANTIES OF AMERICA AND MORGAN CITY

Councilmember London asked if the City would receive \$.50 out of the \$5.75 a month for the service or would it be in addition to the \$5.75.

Dennis clarified it would come out of the \$5.75 monthly fee.

Councilmember Alexander asked Gary Crane, City Attorney, if the City entered into this agreement could it set a precedent.

Gary Crane, City Attorney, said the provisions of the agreement provided for an exclusive right for the company to use the City's logo. He said by allowing this company to use the City's logo you would be lending, to some degree, credibility to the entity. He mentioned there were implications if the City tied its

name to a commercial business and things didn't go right. The City could endorse a business, but not allow a private company the use of the City logo for that endorsement. He stated this agreement was establishing a relationship with this company.

Discussion regarding the benefit of the service but concerns over the use of the City's logo. It was interfering with free enterprise and didn't want to pick one company over another. Unsure if the citizens would be interested in this type of program.

Mayor stated he was opposed to putting the City's logo on a private company and mentioned several additional reasons.

Councilmember London asked if a resident could sign up if the City didn't participate in the agreement.

Dennis said it was only available for communities which entered into the partnership with HomeServe.

MOTION: Councilmember Alexander moved to reject Resolution 20-24 – A resolution regarding HomeServe and a Marketing Agreement between Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America and Morgan City.

SECOND: Councilmember Wardell

Discussion on the motion: None

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

Vote was 5 ayes; Motion passed unanimously to reject Resolution 20-24 – A resolution regarding HomeServe and a Marketing Agreement between Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America and Morgan City.

DISCUSSION / DECISION – APPLICATION TO HOOK-UP TO MORGAN CITY'S CULINARY WATER SYSTEM – TERRY LAWRENCE

Jamie gave a brief summary regarding this item. Mr. Lawrence lives on 100 South across the street from Wilkinson's property and he had requested to hook onto the City's water system. He explained since Mr. Lawrence was a county resident, he would need to go through the County process of getting City water. He said currently there was a 10" water line going up 100 South to Polaris then it reduced to a 6" line and then reduced to a 2" line up to Harold Lauder's home.

Terry Lawrence said he was currently hooked to the Fry Hollow Spring pipeline which he shared with Como Springs. The line was installed in 1964 and would fail eventually. He stated having City water hook-up would make his home marketable. He explained the current owners of Como demanded more of the system and being at the highest elevation he suffered with low water pressure.

Mayor referenced the letter provided by Mr. Lawrence and the list of City costs associated with the request. He stated there were some county residents on 700 East and past Porterville, which were serviced by the City water system. He stated Mr. Lawrence needed to work with the County regarding road cut permits

and any County fees. He mentioned the water shares were not listed, but the Council could discuss this and determine whether or not to require a water share.

Councilmember Alexander asked because of the elevation of the street could the City provide adequate water pressure without improvements to the City's existing lines in the area.

Jamie said there was adequate pressure because the old tank used to be located up there so there was a larger line which went up to Polaris. He explained it was a copper and poly service and not galvanized like 700 East and out Highway 66.

Councilmember London asked where the nearest fire hydrant was on 100 South.

Jamie said it was by Polaris and the pressure was approximately 65 psi.

Councilmember London asked Mr. Lawrence regarding his water rights.

Mr. Lawrence said he had a water right for a well and one with Fry Hollow Spring which was combined with Como Springs.

Councilmember London said Mr. Lawrence should be held to the same requirements regarding water shares as others building and connecting to the water service.

Mr. Lawrence said there was a secondary water line up by his home.

Councilmember Alexander asked if the City could require a County resident to give a water share.

Gary said it was a negotiated situation between the City and Mr. Lawrence, but it made sense that he would contribute something towards the capacity of the City. Typically, it was 1 share per residential lot.

Jamie said it would be 1-acre foot if it was going to be used for culinary and irrigation, but if only for use inside the home it would be a ½ acre foot.

Gary asked if this was outside the Morgan Secondary Water service area.

Jamie said he wasn't sure, and Mr. Lawrence wasn't sure.

Mr. Lawrence said he didn't have a need for the secondary water system. He said he used his well for outside watering and he planned on continuing in the same manner. The request for City water hook-up would only be for household water.

Councilmember London said a ½ acre foot of water should be the minimum requirement.

Mayor clarified the motion would be whether the Council approved to proceed with drafting of an agreement and allow Mr. Lawrence to proceed with getting bids for the project.

MOTION: Councilmember London moved to permit Terry Lawrence to hook onto the City culinary water pursuant to discussion with City staff and an agreement in compliance with City ordinance to be approved by resolution and the surrender of a ½ acre foot of water.

SECOND: Councilmember Alexander

Discussion on the motion: None

Vote was 5 ayes; Motion passed unanimously to permit Mr. Lawrence to hook onto the City culinary water pursuant to discussion with City staff and an agreement in compliance with City ordinance to be approved by resolution and the surrender of a ½ acre feet of water.

DISCUSSION – DECLARATION – CONTINUATION OF ELECTRONIC MEETINGS

Mayor referred to the Declaration in the packet to continue to electronic meetings. He asked the Council for their input regarding continuing with electronic meetings or meet in person.

Councilmember Turner asked if it was an option to have a hybrid meeting.

Gary said as long as there was a quorum at the anchor location the remaining members could be remote. The Declaration would allow everyone to be outside of City Hall and no one at the anchor location. It was only good for 30 days and would need to be renewed.

Councilmember Alexander preferred continuing with the Zoom meeting because there were still concerns regarding the virus.

Councilmember London said the risk hadn't diminished and he was comfortable with continuing with the ZOOM meetings.

Councilmember Richins suggested reviewing it again in 30-days after school had been in session for several weeks. He felt comfortable staying with ZOOM meetings for 30-days.

Councilmember Turner said he was fine with ZOOM meetings but wondered how long we would continue with electronic meetings.

Ty Bailey, City Manager, stated the City office stayed closed until the necessary precautions had been completed, i.e. plexiglass across counter and a solid door, to protect the employees from exposure from the general public. He said the effectiveness of the Council by conducting the meetings through ZOOM and YouTube had not been hindered so if there wasn't a reason to go back to in-person meetings we could continue with the electronic meeting format.

Councilmember Wardell said continuing with electronic meetings was fine with him.

CITY REPORTS AND BUSINESS

CITY MANAGER

WATER – Jamie updated the Council regarding the water projects:

- **100 North** – Water main had been put down 100 North and City crews were working on moving service over onto the new waterline and both cul-de-sacs were completed.
- **700 East** – Skyview Excavation had started work on 700 East. The property owners were grateful a new waterline was being installed down 700 East.
- **Mahogany Well** – The pump and the motor went out on the Mahogany Well (below North Morgan Cemetery). The submersible pump had been in the ground for approximately 20 years. A new pump and motor had been ordered. The approximate cost was \$12,500.00. He explained how he was managing the water in the tanks. A boundary valve on 700 East was opened to help to keep

the North Morgan, Robinson, and Mahogany tanks fuller. The tanks were staying at ¾ full so no water restrictions would be imposed unless that changes.

SEWER – Jamie updated the Council regarding the sewer lagoons. The plant had been doing well and numbers were coming in good with the new facility. He explained the disinfection system was working well and since the new plant went online the e-coli number had been around zero. He explained the current issues with BOD and a lot of this would be oxygen transfer. The aeration needed to be increased in the ponds. The City operated under a National Pollution Discharge Elimination (NPDES) Permit. The permit was required because effluent wastewater was dumped into the Weber River. The permit needed to be renewed every five years. He submitted the necessary information to the state to renew the permit and the state responded back with an ammonia limit of 2.7, which would require a mechanical plant. He contacted the state and the ammonia limit was dropped and the City received a new permit. The City operated under a 45/65 daily max and the weekly average numbers for BOD and TSS were 45/65. The standard was 85/65 so he reapplied and was able to keep the 45/65 limit and there was a 65% removal of BOD and TSS in the City's current permit and the requirement was removed from the new permit. The effluent temperature needed to be monitored on a 24/7 basis and it would require an installation of an online analyzer. Also, testing for metals in the effluent wastewater was required and a report would be done quarterly and submitted to the state annually.

Discussion regarding how each of the systems operated. The diffusers were located approximately 9 feet under water. A concrete weight would be attached to each diffuser to keep them on the bottom of the pond. This was a more efficient system. The phosphorus levels were what would require the City to build mechanical plant. The phosphorus level max was 8,000 lbs. per year and currently the City was averaging approximately 2,500 – 2,800 lbs. per year. The City would need to go to a mechanical plant in approximately 15 or 20 years. Dredging the ponds and the installation of the headworks building had reduced the phosphorus numbers.

Mayor expressed his appreciation to Jamie for his work to secure the new permit.

COVID-19 – The improvement to the office had been completed. The new lobby hours were Monday through Thursday – 8:00 am – 4:00 pm and Friday was 8:00 am – Noon. He stated the second tranche of money would be released soon.

UTOPIA – The City had started to build an intranet to connect all the City's sites and making it possible to operate the SCADA system. WIFI would be installed in various locations of the City to allow the City employees to login and work remotely. This would further limit the contact between employees who are out in the field and those in the office. Also, laptops had been purchased for use in City vehicles and this would increase efficiency of City employees. The City would pay for the connections and the monthly fee per connection would be \$7.00 per month.

CODE ENFORCEMENT – Ty explained a complaint he had received regarding holiday decorations. He wasn't planning on addressing the complaint unless the Council gave direction to do so. The City Code didn't outline a time limitation when holiday decorations could be put up or when they needed to be removed.

Councilmember Alexander asked if there was an ordinance on hording.

Ty explained it depended on where it was placed whether it was a nuisance or not. If it is located in the home or garage, it became a health department issue and not a code enforcement issue.

Gary said when it reached a level where it attracted rodents and insects and created a safety issue it would reach the level for code enforcement.

CFPP – Ty gave an update regarding the Carbon Free Power Project (CFPP). The Project Management Committee (PMC) had intense discussions and had voted to extend the deadline to September 30th. The two risk factors were: 1) The commitment from the DOE (\$1.4 Billion). If the commitment wasn't signed first, he felt the PMC wouldn't move forward with the project. Regardless of the subscription levels the PMC had the ability to end the project, vote not to move or not to move forward until it was signed; and 2) Subscription was a risk and would be monitored. He had asked for an analysis regarding whether a 720-megawatt unit came out to \$.055 per kWh what did a 360-megawatt unit come to per kWh. He stated Logan and Lehi had withdrawn from the project, but the subscription level was still at the 200 level.

Ty updated the Council regarding the caboose. The caboose would be moved by Durbanos and then it would be sandblasted. Once that was completed the remainder of the rock landscaping would be completed.

Councilmember Alexander gave an update on the Planning Commission meeting. The Request for Proposal (RFP) was on the agenda and Ty asked the Planning Commission to be prepared to discuss the process. The Commission discussed mixed-use and asked for an update regarding the projects which the Planning Commission sent to the Council. Councilmember London reported on the status of several subdivisions. Ty gave an update regarding the Young Street Bridge Project. He mentioned several items which would be coming to the Planning Commission, i.e. Daryl Rupp was looking to subdivide and rezone his property, Doug Wickliffe still needed to provide more details, Vista Villa Subdivision was approved in 2006 but wasn't started and it consisted of 23 homes on 8,000 square foot lots but wasn't sure of the developers interest, but the City Attorney would need to review it before they went forward with the project.

MAYOR

OPERATION GRADUATION – Thank you letter

Mayor referenced the Thank You note from Operation Graduation which was in the packet. The 2020 Seniors expressed their appreciation to the City for their donation and our contribution to the community.

Councilmember London received a telephone call from Ernie expressing the Lion Club's desire to participate in Hometown Christmas again this year.

This meeting was adjourned at 8:00 p.m. p.m.

Denise Woods, City Recorder

These minutes were approved at the September 8, 2020 meeting.

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 8th day of September, 2020.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

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	___	___
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Morgan City Corporation

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

Jon Schutz
Attorney at Law
Morgan Secondary Water Association

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 Morgan City (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 Agreement², applications for all new development in the City, including commercial and industrial development in the City, will 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 to a secondary pressurized water connection where it is available. A connection fee is 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, connection 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 required to serve that development.
4. The formula for determining the amount of water the developer must dedicate to MSWA shall be as follows:
 - a. Number of square feet of landscaping required (by the City's Zoning Code or the actual number of sq. ft. proposed, whichever is greater) x 0.000069 which is 3 / 43,560 (3 feet per acre) = acre feet of water required to be given to the company.

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

Morgan Secondary Water Association
Letter of Understanding
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- b. Example: 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.) x 0.000069 = .3 acre feet of water). If the developer is installing more than the required landscaping, developer must dedicate the amount of water necessary to water the actual landscaping using the same formula.
 - c. Developer must dedicate to MSWA water shares, or portions of shares, equal to the number of acre feet of water required under paragraph 4.a. above or the actual landscaping under paragraph 4.b. above, whichever is greater. The amount of water required may be adjusted by agreement between the City and MSWA.
5. Unless approved by 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. MSWA shall determine the water (acre foot) value of the shares developer proposes to dedicate to MSWA.
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, if the company does not allow smaller than $\frac{1}{2}$ shares and only water equivalent to a $\frac{1}{4}$ share is required, the developer must give the $\frac{1}{2}$ share. Developer will not receive a credit for the remainder.)
7. Nothing in this agreement shall act to prohibit the City from applying any new statutory or regulatory provision imposed by the State of Utah in calculating and imposing this water transfer requirement.



Morgan City Corporation

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

Morgan Secondary Water Association
Letter of Understanding
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City will not approve the development's plat map until the developer pays the MSWA connection fee and, unless otherwise agreed to by the City and MSWA, the developer dedicates the required water shares to MSWA. This Letter of Understanding shall be effective immediately upon the signature of both parties.

Dated this _____ day of _____, 2020.

MORGAN CITY CORPORATION

By: _____
Title: Mayor

MORGAN SECONDARY WATER ASSOCIATION

By: _____
Title: _____

RESOLUTION 20-25

A RESOLUTION ADOPTING AND APPROVING AN EXCHANGE AGREEMENT BETWEEN MORGAN CITY AND THE MORGAN COUNTY SCHOOL DISTRICT.

WHEREAS, Morgan City (hereinafter “City”) and Morgan County School District (hereinafter “School District”) have determined that it is in their best interest to make an exchange of properties as provided in an agreement; and

WHEREAS, the City is the owner of approximately 3.24 acres, more or less, of property located at approximately 55 North 200 East, in Morgan City, Morgan County, Utah, more particularly identified in Attachment A to the agreement; and

WHEREAS, the School District is the owner of approximately 3.52 acres, more or less, of property located at approximately 55 North 200 East, in Morgan City, Morgan County, Utah, also more particularly identified in Attachment A to the agreement; and

WHEREAS, the City's property underlies a considerable number of School District facilities such as sports fields, pathways and other similar facilities. Except for School District activities, Morgan City does not make use of these properties. The School District has property that the City has designated for future use as part of the City's trails, park and open space. That portion of the Cities properties that will be exchanged with the School District will not be used by the City except in conjunction with School District activities and are therefore determined to be remnant parcels of property and also insignificant parcel of property as described in Section 1.28.020 SIGNIFICANT PARCEL OF REAL PROPERTY, of the Morgan City Code; and

WHEREAS, the City desires to acquire the School District properties identified in the agreement which is attached to this resolution. The City and School District consider this exchange of property to be a roughly proportional exchange when considering the size, location and nature of the respective properties to be exchanged; and

WHEREAS, the City and School District have determined that the value of the properties to be exchanged are roughly proportional in value; and

WHEREAS, the City and School District desire to exchange, without further consideration in addition to the value of the properties; and

WHEREAS, the School District desires to grant an easement to the City, more particularly identified in Attachment B to the agreement, for the construction, reconstruction, maintenance, repair, stabilization, re-vegetation, and irrigation of roadway fill slopes; and

WHEREAS, the School District desires to grant a Power Lines and Power Infrastructure Access Easement to the City, more particularly identified in Attachment C to the agreement, to construct, maintain, lay, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable; and

WHEREAS, the City Council deems it to be in the best interest of the City and its Citizens to enter into this Exchange Agreement.

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

1. That the agreement entitled Exchange Agreement Between Morgan City and Morgan County School District be adopted and approved.

2. That the City Council of Morgan City finds, pursuant to Section 1.28.020 SIGNIFICANT PARCEL OF REAL PROPERTY, of the Morgan City Code, that the parcels being exchanged are not Significant Parcels of property.
3. That the Mayor be authorized to execute the Agreement and all other documents necessary to complete this transaction.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of September, 2020.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

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	___	___
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**EXCHANGE AGREEMENT BETWEEN MORGAN CITY AND
MORGAN COUNTY SCHOOL DISTRICT**

City: MORGAN CITY CORPORATION
90 West Young Street
Morgan City, Utah 84050

School District: MORGAN COUNTY SCHOOL DISTRICT
67 North 200 East
Morgan City, Utah 84050

This Agreement between Morgan City, (hereinafter referred to as “the City”) and Morgan County School District, (hereinafter referred to as “School District”) is entered into this 8th day of September, 2020.

WHEREAS, pursuant to an agreement between School District and Morgan City, the parties have determined that it is in their best interest to make an exchange of properties as provided in this agreement; and

WHEREAS, the City is the owner of approximately 3.24 acres, more or less, of property located at approximately 55 North 200 East, in Morgan City, Morgan County, Utah, more particularly identified in the Attachment A to this agreement; and

WHEREAS, the School District is the owner of approximately 3.52 acres, more or less, of property located at approximately 55 North 200 East, in Morgan City, Morgan County, Utah, also more particularly identified in the Attachment A to this agreement

WHEREAS, the City’s property underlies a considerable number of School District facilities such as sports fields, pathways and other similar facilities. Except for School District activities, Morgan City does not make use of these properties. The School District has property that the City has designated for future use as part of the City’s trails, park and open space. That portion of the Cities properties that will be exchanged with the School district will not be used by the City except in conjunction with School District activities and are therefore determined to be remnant parcels of property and also insignificant parcel of property as described in Section 1.28.020 SIGNIFICANT PARCEL OF REAL PROPERTY, of the Morgan City Code; and

WHEREAS, the City desires to acquire the School District properties identified in Attachment A for the City’s use and the School District desires to acquire the properties identified in Attachment A for School District use and consider this exchange of property to be a roughly proportional exchange when considering the size, location and nature of the respective properties to be exchanged; and

WHEREAS, the City and School District have determined that the value of the properties to be exchanged are roughly proportional in value; and

WHEREAS, the City and School District desire to exchange, without further consideration in addition to the value of the properties; and

WHEREAS, the School District desires to grant an easement to the City, more particularly identified in Attachment B to the agreement, for the construction, reconstruction, maintenance, repair, stabilization, re-vegetation, and irrigation of roadway fill slopes; and

WHEREAS, the School District desires to grant a Power Lines and Power Infrastructure Access Easement to the City, more particularly identified in Attachment C to the agreement, to construct, maintain, lay, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable exchange of these real properties.

NOW, THEREFORE, CITY AND SCHOOL DISTRICT AGREE AS FOLLOWS:

1. **Exchange:** School District agrees to convey to Morgan City, in fee simple, by Quit-Claim Deed the properties identified in Attachment A (which attachment is hereby incorporated herein by this reference).

2. **Exchange:** City agrees to convey to the School District, in fee simple, by Quit-Claim Deed the properties identified in Attachment A (which attachment is hereby incorporated herein by this reference).

3. **Approval:** This exchange requires approval by the Morgan City Council and the Morgan County School District.

4. **No Further Consideration:** The parties jointly agree that there is fair and adequate consideration underlying this agreement and that no further consideration shall be required by or from either party.

5. **Representations:** School District declares that the property received from the City has been personally inspected and the same is being accepted upon personal examination and judgment and not through any representation made by the City, as to location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages, or zoning. School District hereby accepts the property "as is" unless otherwise noted.

Morgan City declares that the property received from the City has been personally inspected and the same is being accepted upon personal examination and judgment and not through any representation made by the City, as to location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages, or zoning. School District hereby accepts the property "as is" unless otherwise noted.

6. **Easements:** School District desires to grant to City the following easements:

a. **Slope Easement**, more particularly identified in Attachment B to the agreement, for the construction, reconstruction, maintenance, repair, stabilization, re-vegetation, and irrigation of roadway fill slopes; and

b. **Power Lines and Power Infrastructure Access** Easement, more particularly identified in Attachment C to the agreement, to construct, maintain, lay, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable.

7. **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.

8. **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.

9. **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 properties, and each Party shall provide the necessary disclosure of this Agreement to said Parties.

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

RAY W. LITTLE, Mayor

ATTEST

APPROVED AS TO FORM:

DENISE WOODS, City Recorder

GARY R. CRANE, City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

On this _____ day of _____, 2020, 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

MORGAN COUNTY SCHOOL DISTRICT

By: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF MORGAN)

On this _____ day of _____, 2020, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of MORGAN COUNTY SCHOOL DISTRICT and that MORGAN COUNTY SCHOOL DISTRICT is the legal property owner of record of the property subject to this Exchange Agreement and that the foregoing Exchange Agreement was signed in behalf of said MORGAN COUNTY SCHOOL DISTRICT by authority of its MORGAN COUNTY SCHOOLE BOARD and he/she acknowledged to me that said MORGAN COUNTY SCHOOL DISTRICT executed the same.

Notary Public

ATTACHMENT A
LEGAL DESCRIPTIONS AND MAP OF EXCHANGED PROPERTIES

PROPERTY FROM MORGAN CITY TO SCHOOL DISTRICT – PARCEL A

BOUNDARY DESCRIPTION

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B.

THENCE NORTH 00°01'04" WEST 2557.26 FEET;

THENCE NORTH 90°00'00" EAST 133.21 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AS DESCRIBED IN ENTRY NO. 32144 BK. S PG. 78-79 OF MORGAN COUNTY RECORDS;

THENCE NORTH 26°34'00" WEST 663.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 71°24'01" WEST 262.83 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL;

THENCE NORTH 54°28'38" EAST 263.51 FEET TO A REBAR AND CAP;

THENCE NORTH 60°25'57" EAST 534.99 FEET TO A REBAR AND CAP;

THENCE NORTH 29°23'11" EAST 53.82 FEET TO A REBAR AND CAP;

THENCE NORTH 71°43'01" EAST 381.23 FEET 381.25 FEET TO A REBAR AND CAP;

THENCE NORTH 78°34'29" EAST 57.62 FEET TO THE NORTH LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;

THENCE SOUTH 39°56'00" WEST 378.93 FEET ALONG SAID NORTHERLY LINE;

THENCE SOUTH 70°46'00" WEST 669.70 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

CONTAINING 3.24 ACRES.

THE BASIS OF BEARING IS THE CENTERLINE OF EAST YOUNG STREET CALLED NORTH 66°31'00" EAST.

PROPERTY FROM THE SCHOOL DISTRICT TO THE CITY – PARCEL B

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B.

THENCE NORTH 00°01'04" WEST 2557.26 FEET;

THENCE NORTH 90°00'00" EAST 133.21 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AS DESCRIBED IN ENTRY NO. 32144 BK. S PG. 78-79 OF MORGAN COUNTY RECORDS;

THENCE NORTH 66°20'00" EAST 1570.70 FEET ALONG THE NORTHERLY LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 19°25'59" WEST 191.19 FEET TO A REBAR AND CAP;
THENCE NORTH 62°51'22" WEST 632.10 FEET TO A REBAR AND CAP;
THENCE NORTH 81°38'33" WEST 151.07 FEET TO A REBAR AND CAP;
THENCE SOUTH 78°34'29" WEST 85.71 FEET TO THE NORTH LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;
THENCE NORTH 39°56'00" EAST 19.97 FEET ALONG SAID NORTH LINE;
THENCE NORTH 50°26'00" EAST 87.80 FEET ALONG SAID NORTH LINE TO THE WEST BANK OF THE WEBER RIVER AS CALLED FOR IN SAID ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 65°49'00" EAST 1094.97 FEET ALONG SAID WEST BANK OF THE WEBER RIVER;
THENCE SOUTH 66°20'00" WEST 240.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1.16 ACRES MORE OR LESS.

THE BASIS OF BEARING IS THE CENTERLINE OF EAST YOUNG STREET CALLED NORTH 66°31'00" EAST.

AND

ALL OF LOT 1, RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED ON JULY 2, 2008 AS ENTRY NO. 112680, BK. 266 PG. 211 OF MORGAN COUNTY RECORDS:

SERIAL NO: 04-RIVLODI-0001-NA PARCEL NO: 00-0077-6004

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS AND RESERVATIONS NOW OF RECORD, TOGETHER WITH THE TENEMENTS, HEREDITAMENTS THERE UNTO BELONGING OR IN ANYWISE APPERTAINING.

ATTACHMENT B
SLOPE EASEMENT

Return to:
Morgan City Corp.
90 W Young Street
Morgan, Utah 84050

GRANT OF EASEMENT

For value received, **MORGAN COUNTY SCHOOL DISTRICT** ("Grantor"), hereby grants to **MORGAN CITY CORPORATION**, its successors and assigns, ("Grantee"), an easement 30 feet in width and 204.01 feet in length, more or less, for the construction, reconstruction, maintenance, repair, stabilization, re-vegetation, and irrigation of roadway fill slopes (herein after collectively called improvements) on, across, or under the surface of the real property of Grantor in **MORGAN** County, State of **UTAH** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A and B attached hereto and by this reference made a part hereof:

Legal Description:
SEE EXHIBIT A.

Affects Parcels:
S.N. .04-RIVLOD1-0001-NA P.N. 00-0077-6004 AND
S.N. .04-RIVLOD1-0002-NA P.N. 00-0077-6005

Together with a temporary construction easement over and across adjacent lands owned by the grantor for the purpose of construction activities necessary for the installation of said roadway fill slopes to expire at such time of roadway completion, and together with the present and (without payment there for) the future right to keep the easement clear of any hazards which might endanger Grantee's facilities or impede Grantee's activities.

Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representation, covenants or agreements not herein expressed.

Dated this _____ day of _____, 20____.

SCOTT MCMILLAN, BUSINESS ADMINISTRATOR
MORGAN COUNTY SCHOOL DISTRICT

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, MORGAN COUNTY SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

EXHIBIT "A"
ROADWAY FILL SLOPE EASEMENT
RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION

SLOPE EASEMENT LOT 1
04-RIVLOD1-0001-NA P.N. 00-0077-6004

AN EASEMENT, BEING A PART OF LOT 1 RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT, RECORDED AS ENTRY NO. 112680, BK. 266 PG. 211 OF MORGAN COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°25'20" EAST 1739.26 FEET; THENCE WEST 844.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 19°45'34" WEST 201.96 FEET ALONG THE EASTERLY LINE OF SAID LOT 1;
THENCE NORTH 72°53'06" WEST 30.03 FEET ALONG THE SOUTH LINE OF SAID LOT 1;
THENCE NORTH 19°45'34" EAST 204.01 FEET TO THE SOUTH LINE OF SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;
THENCE 30.01 FEET ALONG SAID SOUTH LINE, A CURVE TO THE LEFT HAVING A RADIUS OF 2022.18 FEET AND A CHORD BEARING SOUTH 68°57'55" EAST 30.01 FEET;

THE BASIS OF BEARING IS RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SLOPE EASEMENT LOT 2
04-RIVLOD1-0002-NA P.N. 00-0077-6005

AN EASEMENT, BEING A PART OF LOT 2 RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT, RECORDED AS ENTRY NO. 112680, BK. 266 PG. 211 OF MORGAN COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°25'20" EAST 1759.55 FEET; THENCE WEST 788.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, THE TRUE POINT OF BEGINNING;

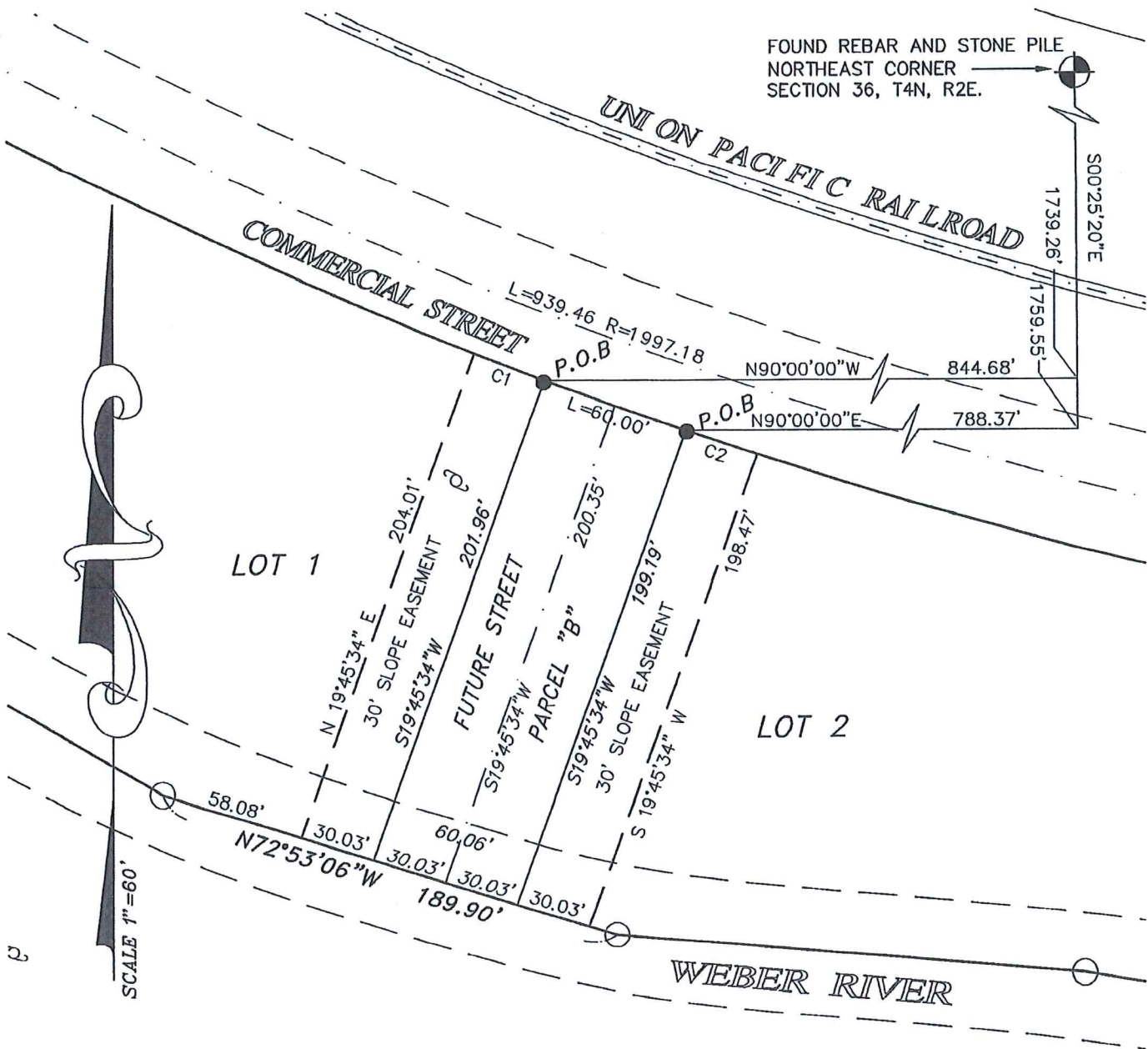
THENCE 30.01 FEET ALONG THE SOUTH LINE OF THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; A CURVE TO THE LEFT HAVING A RADIUS OF 2022.18 FEET AND A CHORD BEARING SOUTH 71°30'56" EAST 30.01 FEET;
THENCE SOUTH 19°45'34" WEST 198.47 FEET TO THE SOUTH LINE OF SAID LOT 2;
THENCE NORTH 72°53'06" WEST 30.03 FEET ALONG SAID SOUTH LINE;
THENCE NORTH 19°45'34" EAST 199.19 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT "B"

ROADWAY FILL SLOPE EASEMENT

RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	30.01	2022.18	0°51'01"	30.01	S68°57'55"E
C2	30.01	2022.18	0°51'01"	30.01	S71°30'56"E

ATTACHMENT C

POWER LINES AND POWER INFRASTRUCTURE ACCESS EASEMENT

POWER LINES AND POWER INFRASTRUCTURE ACCESS EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, sells, and sets over unto Morgan City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable, or other similar utilities, and an improved public access to the City's property, hereinafter called Facilities, said right-of-way and easement being situated in Morgan City, State of Utah, over and through a parcel of the GRANTOR's land, more fully described as follows:

TOGETHER WITH AND SUBJECT TO A 20 FOOT WIDE ACCESS AND POLE LINE EASEMENT FOR INGRESS AND EGRESS TO AND FROM THE ADJOINING MORGAN CITY PROPERTY AND THE INSTALLATION, REPLACEMENT AND PERPETUAL MAINTENANCE OF ELECTRICAL DISTRIBUTION FACILITIES, SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, MORGAN CITY, UTAH, THE PERIMETER OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B.

THENCE NORTH 00°01'04" WEST 2557.26 FEET;

THENCE NORTH 90°00'00" EAST 133.21 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AS DESCRIBED IN ENTRY NO. 32144 BK. S PG. 78-79 OF MORGAN COUNTY RECORDS;

THENCE NORTH 66°20'00" EAST 349.26 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 21°02'57" WEST 788.67 FEET;

THENCE NORTH 60°25'57" EAST 20.22 FEET;

THENCE SOUTH 21°02'57" EAST 790.75 FEET;

THENCE SOUTH 66°20'00" WEST 20.02 FEET TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS THE CENTERLINE OF EAST YOUNG STREET CALLED NORTH 66°31'00" EAST.

CONTAINS - 15,749 SQ. FT.

SERIAL NO.: 04-050-NA

PARCEL NO.: 00-0003-8537

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the use of said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that they and no one else holds title to the above described property and that they have authority to convey said easement to the City.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this power lines and power infrastructure access easement this _____ day of _____, 2020.

GRANTOR

**BOARD OF EDUCATION, MORGAN
COUNTY SCHOOL DISTRICT**

By: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

On this ____ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC
NOTARY PUBLIC FOR _____
Residing at: _____
My Commission Expires: _____

ACCEPTANCE

The Power Lines and Power Infrastructure Access Easement signed by Scott McMillan, Business Administrator, Board of Education, Morgan County School District, dated the _____ 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 DAVIS)

On this _____ day of _____, 2020, 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
NOTARY PUBLIC FOR _____
Residing at: _____
My Commission Expires: _____

MAIL TAX NOTICE TO:
MORGAN COUNTY SCHOOL DISTRICT.
240 E YOUNG STREET
MORGAN, UTAH 84050

QUIT CLAIM DEED

MORGAN CITY CORPORATION, OF 90 W YOUNG STREET, MORGAN, UTAH 84050.,
and also, **BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT**, OF 240 E
YOUNG STREET, MORGAN, UTAH 84050. **GRANTOR**

FOR THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE
CONSIDERATIONS, HEREBY CONVEY(S) AND QUIT CLAIM(S) TO:

BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT **GRANTEE**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE NORTHWEST
QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY, MORGAN COUNTY, MORGAN CITY, UTAH, BEING MORE
PARTICULARLY DESCRIBED ON ATTACHED **EXHIBIT "A"**, MADE A PART HEREOF:

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS
AND RESERVATIONS NOW OF RECORD, TOGETHER WITH THE TENEMENTS,
HEREDITAMENTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

SIGNED THIS _____ DAY OF _____, 20____

RAY W. LITTLE, MAYOR
MORGAN CITY CORPORATION

SIGNED THIS _____ DAY OF _____, 20____

SCOTT MCMILLAN, BUSINESS ADMINISTRATOR
BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared **RAY W. LITTLE, MAYOR, MORGAN CITY CORPORATION**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared **SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

EXHIBIT A

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B.

THENCE NORTH 00°01'04" WEST 2557.26 FEET;

THENCE NORTH 90°00'00" EAST 133.21 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AS DESCRIBED IN ENTRY NO. 32144 BK. S PG. 78-79 OF MORGAN COUNTY RECORDS;

THENCE NORTH 26°34'00" WEST 663.00 FEET ALONG THE EASTERLY LINE OF SAID PARCEL TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 71°24'01" WEST 262.83 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL;

THENCE NORTH 54°28'38" EAST 263.51 FEET TO A REBAR AND CAP;

THENCE NORTH 60°25'57" EAST 534.99 FEET TO A REBAR AND CAP;

THENCE NORTH 29°23'11" EAST 53.82 FEET TO A REBAR AND CAP;

THENCE NORTH 71°43'01" EAST 381.23 FEET 381.25 FEET TO A REBAR AND CAP;

THENCE NORTH 78°34'29" EAST 57.62 FEET TO THE NORTH LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;

THENCE SOUTH 39°56'00" WEST 378.93 FEET ALONG SAID NORTHERLY LINE;

THENCE SOUTH 70°46'00" WEST 669.70 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

CONTAINING 3.24 ACRES.

THE BASIS OF BEARING IS THE CENTERLINE OF EAST YOUNG STREET CALLED NORTH 66°31'00" EAST.

MAIL TAX NOTICE TO:
MORGAN CITY CORP
90 W YOUNG STREET
MORGAN, UTAH 84050

QUIT CLAIM DEED

MORGAN COUNTY SCHOOL DISTRICT

GRANTOR

OF 240 E YOUNG STREET, MORGAN, UTAH 84050. FOR THE SUM OF TEN DOLLARS (\$10.00)
AND OTHER GOOD AND VALUABLE CONSIDERATIONS, HEREBY CONVEY(S) AND QUIT
CLAIM(S) TO:

MORGAN CITY CORPORATION
OF 90 W YOUNG STREET, MORGAN, UTAH 84050

GRANTEE

ALL OF LOT 1, RIVER LODGE SUBDIVISION - A COMMERCIAL SUBDIVISION, ACCORDING
TO THE OFFICIAL PLAT THEREOF, RECORDED ON JULY 2, 2008 AS ENTRY NO. 112680, BK.
266 PG. 211 OF MORGAN COUNTY RECORDS:

04-RIVLOD1-0001-NA P.N. 00-0077-6004

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS
AND RESERVATIONS NOW OF RECORD, TOGETHER WITH THE TENEMENTS,
HEREDITAMENTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

SIGNED THIS _____ DAY OF _____, 20____

SCOTT MCMILLAN, BUSINESS ADMINISTRATOR
MORGAN COUNTY SCHOOL DISTRICT

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared, SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, MORGAN COUNTY SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

MAIL TAX NOTICE TO:
MORGAN CITY CORP
90 W YOUNG STREET
MORGAN, UTAH 84050

QUIT CLAIM DEED

BOARD OF EDUCATION OF MORGAN COUNTY SCHOOL DISTRICT , A BODY CORPORATE
GRANTOR

OF 240 E YOUNG STREET, MORGAN, UTAH 84050. FOR THE SUM OF TEN DOLLARS (\$10.00)
AND OTHER GOOD AND VALUABLE CONSIDERATIONS, HEREBY CONVEY(S) AND QUIT
CLAIM(S) TO:

MORGAN CITY CORPORATION
OF 90 W YOUNG STREET, MORGAN, UTAH 84050

GRANTEE

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE NORTHWEST
QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY, MORGAN COUNTY, MORGAN CITY, UTAH, BEING MORE
PARTICULARLY DESCRIBED ON ATTACHED EXHIBIT "A", MADE A PART HEREOF:

A PORTION OF:
SERIAL NO: 04-050-NA PARCEL NO. 00-0003-8537

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS
AND RESERVATIONS NOW OF RECORD, TOGETHER WITH THE TENEMENTS,
HEREDITAMENTS THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

RESERVING UNTO THE GRANTOR, ANY WATER RIGHTS ASSOCIATED WITH SAID LAND.

SIGNED THIS _____ DAY OF _____, 20____

SCOTT MCMILLAN, BUSINESS ADMINISTRATOR
BOARD OF EDUCATION OF MORGAN COUNTY SCHOOL DISTRICT , A BODY CORPORATE

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared, **SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, BOARD OF EDUCATION OF MORGAN COUNTY SCHOOL DISTRICT , A BODY CORPORATE**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

EXHIBIT A

PART OF SERIAL NO: 04-050-NA PARCEL NO. 00-0003-8537

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B. THENCE NORTH 00°01'04" WEST 2557.26 FEET;
THENCE NORTH 90°00'00" EAST 133.21 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AS DESCRIBED IN ENTRY NO. 32144 BK. S PG. 78-79 OF MORGAN COUNTY RECORDS;
THENCE NORTH 66°20'00" EAST 1570.70 FEET ALONG THE NORTHERLY LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 19°25'59" WEST 191.19 FEET TO A REBAR AND CAP;
THENCE NORTH 62°51'22" WEST 632.10 FEET TO A REBAR AND CAP;
THENCE NORTH 81°38'33" WEST 151.07 FEET TO A REBAR AND CAP;
THENCE SOUTH 78°34'29" WEST 85.71 FEET TO THE NORTH LINE OF THE PARCEL AS DESCRIBED IN ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;
THENCE NORTH 39°56'00" EAST 19.97 FEET ALONG SAID NORTH LINE;
THENCE NORTH 50°26'00" EAST 87.80 FEET ALONG SAID NORTH LINE TO THE WEST BANK OF THE WEBER RIVER AS CALLED FOR IN SAID ENTRY NO. 34040 BK. S PG. 544-545 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 65°49'00" EAST 1094.97 FEET ALONG SAID WEST BANK OF THE WEBER RIVER;
THENCE SOUTH 66°20'00" WEST 240.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1.16 ACRES MORE OR LESS.

THE BASIS OF BEARING IS THE CENTERLINE OF EAST YOUNG STREET CALLED NORTH 66°31'00" EAST.

RESOLUTION 20-26

**A RESOLUTION ADOPTING AND APPROVING THE PETITION FROM TERRY
AND DORA LAWRENCE TO CONNECT TO MORGAN CITY'S WATER SYSTEM.**

WHEREAS, Terry and Dora Lawrence (hereinafter "Property Owner") own property located at 781 East 100 South, Morgan, Utah, which is outside the boundary of Morgan City; and

WHEREAS, Property Owner contacted the City and petitioned the City Council, pursuant to Morgan City Code Section 8.02.100 Service Outside City, for a permanent connection to the City's water system; and

WHEREAS, the City and Property Owner agrees to terms and conditions outlined in the petition;

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to approve the petition from Terry and Dora Lawrence and grant permission to connect to Morgan City's water system.

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

1. That the petition from Terry and Dora Lawrence requesting to connect to Morgan City's water system, which is attached hereto and incorporated herein by this reference, be adopted and approved.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of September, 2020.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

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	___	___
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Morgan City Council

Re: Petition to Morgan City Council for Extraterritorial Water Service

Members of the Morgan City Council,

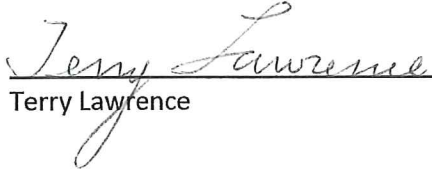
My property is located outside the City limits at approximately 781 East 100 South, Morgan, Utah. Pursuant to Section 8.02.100 of the Morgan City Code, I am petitioning the Morgan City Council for water service to my property. According to this provision, I affirm the following:

1. A description of the proposed extension is as follows: A one-inch (1") water lateral running from the existing home, connecting to the main in 100 South.
2. A map showing the location of the proposed service to my property is enclosed with this letter of petition.
3. I am aware that I will pay the whole expense incurred by the City in providing such extensions and will advance such expenses as the expenses are determined by the Public Works Department. The total amount of City expenses is \$2,590.23 as outlined below:
 - **Hook-Up Fees** - \$250.00 for the inspection and \$256.10 for the water meter for a total of \$506.10 in hook-up fees;
 - **Tap Fee** - \$465.00 includes 1" service tap, water meter box, ring and cover, angle valve, dual check, and yoke bar.
 - **Impact Fees** - \$1,619.13
4. I am aware the current billing rate is \$42.24 per month per 8,000 gallons and \$4.00 per 1,000 gallons overage. I am aware this rate is subject to future rate increases when culinary water rates are being proposed to the City Council and adopted.
5. I am aware that I am responsible to contract out the installation work with a licensed and bonded contractor.
6. I am aware that I am responsible to pay any County fees associated with the installation of the water line to my home.
7. I am aware that I am required to transfer ½ acre feet of water for culinary use. I am using the water for in-door use only and it will not be used for landscaping. I am responsible for transferring the ½ acre share

and preparing the transfer through the water rights office and that they need to put that share into the City's name.

8. The property meets the water service requirement that the property is connected to the City's culinary water system.
9. I hereby acknowledge that the City, in granting the petition, engages to provide only such service to petitioner which from time to time the City Council deems sufficient capacity exists beyond the requirements of users within the City limits.
10. I also acknowledge that such extension shall be subject to the control of the City and, with the exclusion of the service laterals, shall be the property of the City.

This Petition is submitted to the City Council of Morgan City this 3 day of September, 2020.


Terry Lawrence


Dora Lawrence

LAWRENCE HOME
781 E. 100 S.
MORGAN

PROPOSED WATER
LINE CONNECTION

HOUSE

FENCE LINE

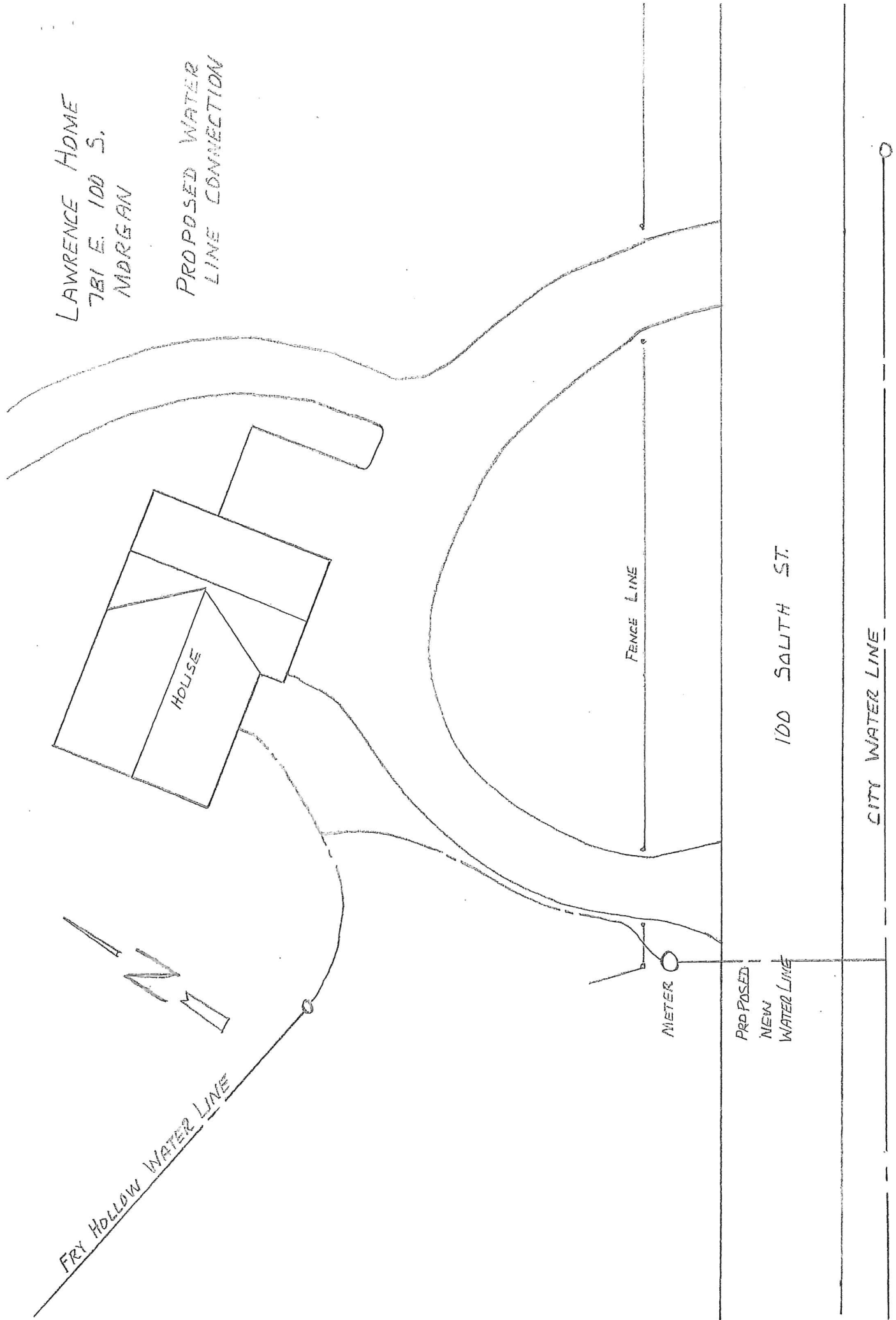
METER

PROPOSED
NEW
WATER LINE

100 SOUTH ST.

CITY WATER LINE

FRY HOLLOW WATER LINE



10.04.010 DEFINITIONS

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

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

ACCESSORY BUILDING: See definition of Building, Accessory.

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

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

ACCESSORY STRUCTURE: See definition of Structure, Accessory.

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

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

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

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

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

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

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

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

- B. Such lands shall not be construed to be a public street, except for access, until the roadway has been stabilized or otherwise improved according to the accepted street construction standards of the municipality.
- C. Where a public thoroughfare existed prior to the adoption of the title codified herein, which fulfills all the requirements for a public street except for the required width, this thoroughfare may be classified as a public street for the purpose of establishing building lots fronting thereon; provided, that the depth of that portion of each intended building lot needed to complete the required width for a public street, as determined by the planning commission, is dedicated to public use.

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

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

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

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

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

TEMPLE: See definition of Church Or Temple.

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

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

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

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

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

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

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

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

10.14.030 RESIDENTIAL AND AGRICULTURAL DISTRICTS; REQUIREMENTS

- A. Location Of Structures Accessory To Agriculture: No barn, silo, equipment shed, storage building and similar accessory building to the agricultural use of land may be located closer than ten feet (10') to any side or rear boundary line and one hundred feet (100') to any public street or to any dwelling on adjacent properties. (Ord. 040202, 4-2-2002; amd. 2003 Code)
- B. Minimum Height Of Dwellings: In those zones allowing dwellings, no dwelling shall be erected where more than ten percent (10%) of its main floor area is, or will be, below the finished surface grade. No basement houses shall be permitted.
- C. Property Access Requirements:
1. No building permit shall be issued for a building that is to be constructed on a lot or parcel that does not either abut a dedicated public street or highway, or a private roadway open to the public. However, if an unobstructed, recorded easement of right of way of ingress and egress exists across property or properties providing the necessary access, the aforementioned proscription may be waived. This right of way shall comply with pertinent code provisions and shall not be obstructed in any manner without the mutual agreement of the property owners over which said right of way is located, the beneficiary of said right of way, and the city.
 2. This subsection shall be retroactive for the purpose of maintaining unobstructed access. It shall be applicable to include any residential property for which a building permit has been issued or the dwelling has been legally constructed. (Ord. 040202, 4-2-2002)
- D. Minimum Size Of Dwellings: No single level or multilevel, single-family dwelling shall be erected which contains less than seven hundred fifty (750) square feet of gross main floor area (basement excluded).
- No multilevel, single-family dwelling shall be erected which contains less than seven hundred fifty (750) square feet on the main level (basement excluded). (Ord. 05-06, 5-10-2005)
- E. Projections Into Required Yards: Every part of a required yard shall be open to the sky, unobstructed, except for accessory structures in a rear yard. Certain architectural features may project into required yards or courts as follows:
1. Ordinary projections of belt courses, chimneys, cornices, eaves, flues, gutters, lintels, solar appurtenances, sills and roof overhangs may project up to two feet (2') into required front, rear and side yard spaces. Cantilever arch features shall not exceed twenty percent (20%) of any wall length and project into any required yard space not more than two feet (2').
 2. Roofed and unwallled decks, balconies, porches or other similar architectural features may project into required front yards up to four feet (4'), side yards up to two feet (2'), and rear yards up to ten feet (10').
 3. Fences, signs and yard lights are permitted in front, rear and side yards as provided in MCC 10.20 and MCC 10.32.
 4. Building accessories designed and intended to control light entering a building (e.g., aluminum or canvas awnings) and being either a permanent or temporary part of such building may project five feet (5') into any front or rear yard space and three feet (3') into any side yard space; provided, that they are attached only to the wall of the main building.

F. Canopies: On any residential dwelling structure, a permanent roof or canopy may be added to the main building at any time. Such canopy may extend into the required rear yard a maximum of ten feet (10'), but may not extend into any required front or side yard. Canopies shall not have walls other than the attachment to the main building.

G. Substandard Lots: The requirements of this title as to minimum lot area or lot width shall not be construed to prevent the use for a single-unit dwelling on any lot or parcel of land in the event that such lot has been held in separate ownership since adoption of these regulations, being April 2, 2002, and complied with zoning regulations in effect prior to that date.

H. Front Setback; Transition, Increase, Reduction:

1. The front setback required for a building on an inside lot may be reduced where a main building with a nonconforming front setback exists on any lot adjacent thereto, within the same block frontage, to the extent that the average of the front setback of the existing building and the required front setback is maintained. Where one main building exists on each lot adjacent thereto, the front setback for a proposed building on the inside lot may be the average of the setbacks of existing buildings.
2. Where, within the same block frontage, property is zoned partly for residential and partly for commercial or industrial use, or where any part of the block is so zoned as to require a front setback, the front setback required for the most restricted portion of the block shall be required for the entire frontage of the block on that street.

I. Side Setback Reduction:

1. On any lot shown as a separate and distinct lot on a subdivision plat of record in the office of the county recorder, or on any lot held under separate ownership from adjacent property and of record on the effective date hereof, which is April 2, 2002, and such lot having a smaller width than required in the zone in which it is located, each side setback and the total side setback requirements shall be not less than the same percentage of the width of the lot as the required setback would be of the required width of the lot; provided, that on corner lots, no side setback shall be permitted which is less than four feet (4'), and on inside lots the side setback shall be not less than four feet (4') on one side and ten feet (10') on the other. All fractions of a foot resulting from the calculation required shall be resolved to the closest one-half foot (1/2'). The side yard on a street shall not be reduced to less than twenty feet (20').
2. The side setback of a proposed addition to a building, which is nonconforming with respect to side setback, may be the same as the existing side setback of the original building at the adjoining walls; provided, that such setback shall be not less than four feet (4'); and further provided, that such addition shall not extend the depth of the building existing on the effective date hereof, which is April 2, 2002, more than fifty percent (50%). Any enlargement made in excess of the above shall maintain the side setback required for new buildings in the zone in which it is located.

J. Side Yard Limitations; Access Preserved: Access to the rear yard must be preserved through at least one side yard.

K. Gore Shaped Lots:

1. Inside Lot: Where such lot is a gore shaped lot, and the side lot lines thereof converge either to a point or to a rear boundary which is less than one-half (1/2) of the minimum required lot width, the rear lot line shall be construed to be an imaginary straight line crossing the centerline of the lot, at right angles, which is one-half (1/2) of the required lot width in length.
2. Corner Lot: For the purpose of locating a dwelling thereon, an owner of a corner lot may

have the option of classifying such lot as a gore shaped inside lot, in which case the interior lines of the same shall be designated as side lot lines and the rear lot line shall be determined the same as required for any inside lot. (Ord. 040202, 4-2-2002)

10.14.070 RESIDENTIAL ZONES; TABLES 3-1
TABLES 3-1

RESIDENTIAL ZONE REGULATION CHART

Lot Size	A	R-R	R-1-20	R-1-12	R-1-10	R-1-8	RM-7	RM-15
Minimum lot area (square feet) 1st dwelling unit ¹	5 acres	43,560	20,000	12,000	10,000	8,000	8,000	8,000
Minimum lot area (square feet) for each add. unit	5 acres	43,560	20,000	12,000	10,000	8,000	4,000	2,500
Minimum lot width (feet) at setback (inside/corner) ^{2,3}	100/100	100/100	90/100	80/90	80/90	70/80	70/80	80/90
Minimum frontage ⁴	80'	80'	70'	70'	70'	60'	60'	70'

PRINCIPAL RESIDENTIAL STRUCTURES

Setback	A	R-R	R-1-20	R-1-12	R-1-10	R-1-8	RM-7	RM-15
Minimum front yard setback On arterial street ⁴	30' 40'	30' 40'	25' 40'	25' 40'	25' 40'	25' 40'	25' 40'	25' 40'
Minimum setback between facing structures on same lot	-	-	60'	60'	60'	60'	50'	50'
Minimum side yard (interior) one side/total ⁴	12'	10'	10'	10'	10'	10'	10'	10'
Minimum side yard between RM zones, adjacent to A, R-R and R-1 zones	-	-	-	-	-	-	-	25'
Minimum side yard (corner lot) Street side arterial street	30' 30'	30' 30'	25' 30'	25' 30'	25' 30'	25' 30'	25' 30'	25' 30'
Minimum rear yard	30'	30'	30'	30'	30'	30'	30'	30'

Notes:

1. The RM-7 and RM-15 zones require 8,000 square feet for the first 2 dwelling units.
2. Corner lots shall meet the minimum lot width requirements on both street frontages.
3. Measured along the chord length for lots on curves.
4. Residential building lots should not face onto arterial streets. In those limited circumstances where the only available frontage is on an arterial street, it is important to achieve the greatest setback possible to protect residents from the noise and safety hazards associated with potentially high volumes of traffic and high speeds. Side yard setbacks should also include greater setbacks for those same reasons. Arterial streets are defined in MCC 10.04.010.

ACCESSORY RESIDENTIAL STRUCTURES

Zoning	A	R-R	R-1-20	R-1-12	R-1-10	R-1-8	RM-7	RM-15
Minimum front yard	30'	30'	25'	25'	25'	25'	25'	25'

Minimum side yard (Interior) ^{1,2}	5'	5'	5'	5'	5'	5'	5'	5'
Minimum side yard (street)	30'	30'	20'	20'	20'	20'	20'	25'
Arterial street	30'	30'	30'	30'	30'	30'	30'	30'
Minimum rear yard ²	5'	5'	5'	5'	5'	5'	5'	5'
Agricultural structures:								
Minimum front yard	100'	100'	-	-	-	-	-	-
Minimum side yard	10'	10'	-	-	-	-	-	-
Minimum rear yard	10'	10'	-	-	-	-	-	-
Distance from neighboring dwelling	100'	100'	-	-	-	-	-	-
Distance between accessory and principal structures:								
Same lot ²	10'	10'	10'	10'	10'	10'	10'	10'
Adjacent lot	12'	12'	12'	12'	12'	12'	12'	12'
Height accessory structures (maximum) ³	25'	16'/25'	16'/25'	16'/25'	16'/25'	16'/25'	16'/25'	16'/25'
Lot coverage	-	-	40%	40%	40%	40%	40%	30%
Minimum open space ⁴								

Notes:

1. Minimum side yard setback for an accessory structure on an interior lot is 5 feet if the accessory structure is located at least 10 feet behind the principal structure; otherwise, side yard setback for principal structures would apply to the accessory structure.
2. The distance for the setback from the rear lot line, side lot line, and the principal structure shall be measured from the edge of the eaves, also referred to as the "drip line".
3. The maximum height for an accessory structure in residential zones is 16 feet at the minimum setback. For each 2 feet further removed from the minimum setback, the structure may be increased 1 foot in height to a maximum absolute height of 25 feet. "Maximum absolute height" means the height at the building's highest point, not the averaged height as otherwise permitted.
4. For developed, traditional residential subdivisions, this open space requirement applies to the entirety of the lot. In areas outside of these developed subdivisions, or for residential lots with substantially more property than required under the zoning regulations, generally used for agrarian purposes, yet within these zoning districts, this open space requirement shall apply to either the minimum required area within the applicable zone, or the area used as the curtilage, whichever is greater.

(Ord. 040202, 4-2-2002; Amd. Ord. 06-10, 6-27-2006; Ord. 10-04, 6-22-2010; Ord. 11-11, 9-27-2011)

10.16.020 PRINCIPAL AND ACCESSORY USES

- A. Principal Uses: The uses listed in MCC 10.16.150 table 4-1 and MCC 10.16.160 table 4-2, as permitted by right and conditional uses in the various zoning districts, are principal uses except when noted as being accessory.
- B. Accessory Uses, Building Or Structure: Except as otherwise provided, an accessory use, building, or structure is permitted to accompany the principal use to which it is subordinate, where such principal use is either permitted by right or authorized by a conditional use permit.
- C. Building Permit Required For Accessory Buildings; Certificate Of Occupancy: Building permits shall be required for accessory buildings of two hundred (200) square feet roof area or more. Certificates of occupancy may not be issued to accessory buildings except as a part of the certificate of occupancy for the principal use.
- D. Conditions For Accessory Structure Or Use: A structure or use may be erected or established as an accessory structure or use to a permitted principal structure or use; provided, that it:
1. Is clearly incidental and customary to, and commonly associated with the operation of the principal use;
 2. Is operated and maintained under the same ownership or by lessors or concessionaires thereof and on the same lot as the principal use;
 3. Does not include structures or structural features inconsistent with the use by right;
 4. Is compatible in character and extent with the principal use and zoning district where located;
 5. Is not erected or established prior to the establishment or construction of the principal use or building; and
 6. Is not prohibited by other city code provisions.
- E. Location Of Attached Accessory Structures: Any portion of a main building or appendage thereof or any such building constructed as an architectural and integral part thereof which is designed, constructed or used for accessory use purposes shall be located as required for any other part of the main building.
- F. Maximum Coverage For Accessory Structures And Uses:
1. In residential zoning districts, no accessory building, structure or group of such buildings or structures shall cover more than twenty five percent (25%) of the minimum rear yard space. Parking spaces and any impervious surface areas shall be included as coverage when determining the twenty five percent (25%) coverage of the rear yard space.
 2. In commercial and manufacturing zoning districts, the main building and all accessory buildings or uses in aggregate shall not exceed the lot coverage requirements outlined in MCC 10.14.080 table 3-2.
- G. Location Of Detached Accessory Structures And Buildings: In residential zoning districts, all accessory buildings or structures shall be located in either the rear or side yards, unless incorporated into the principal use building or structure as an architectural and integral part thereof. In commercial and manufacturing zoning districts, accessory buildings may be located as outlined in MCC 10.14.080 table 3-2. Specific setback regulations for all zoning districts are found in MCC 10.14.070 tables 3-1 and MCC 10.14.080 table 3-2. (Ord. 07-10, 7-31-2007)

H. Location Of Detached Accessory Structures Or Improvements Regarding Easements: Accessory structures or other permanent improvements may be placed on the surface of a side yard or rear yard utility and drainage easement under the following conditions:

1. The accessory structure or improvement is on a fully developed lot within a subdivision;
2. The owner has verified, in writing, that there is no utility or improvement in the easement;
3. The owner obtains a permit for the structure or improvement, when required;
4. The owner complies with all other setback and easement restrictions, and any other limitations that may be imposed by any homeowners' association or the applicable covenants, conditions and restrictions.

If a utility company desires to utilize such an easement subsequent to the placement of the accessory structure or improvement pursuant hereto, said company must install its facilities in such a manner so as not to damage said structure or improvement. This may require the use of boring or other similar methods. This section shall not apply to any structure or improvement placed in the easement prior to November 6, 2008. (Ord. 08-11, 10-14-2008)

10.32.140 DETACHED SIGNS; AREA AND LOCATION IN COMMERCIAL AND MANUFACTURING ZONES

Within the C-G, C-C and C-H commercial zones, and M-D, manufacturing zone, signs are permitted as follows:

A. Area Requirements:

1. One detached on site sign for each developed parcel not exceeding one square foot of sign area for each linear foot of street frontage within the first ten feet (10') of setback, not to exceed three hundred (300) square feet of total sign area; or
2. One detached on site sign containing one and one-half (1 1/2) square feet of sign area for each linear foot of street frontage behind the first ten feet (10') of setback, not to exceed three hundred (300) square feet of total sign area. (Ord. 040202, 4-2-2002)
3. Where a developed parcel has an excess of three hundred (300) linear feet of street frontage, one additional freestanding sign may be allowed as a conditional use. (Ord. 11-01, 2-22-2011)
4. There shall not be more than three hundred (300) square feet of detached sign area per parcel.
5. Where a developed parcel is permitted to have more than one detached on site sign under these regulations, the distance between said detached signs on the parcel shall be not less than two hundred (200) linear feet. (Ord. 040202, 4-2-2002)
6. Where a parcel does not have frontage on a public street, one detached sign may be allowed on site as approved by the planning commission; or one detached sign may be located on an adjacent parcel with frontage on a street, upon approval by the land use appeal authority after receiving proof of acceptability by the adjacent parcel owner. The allowable square footage of the sign shall be determined by the width of the parcel at the front setback line of the building applying for the sign. One square foot of sign area is allowed for each linear foot of parcel width up to a maximum of three hundred (300) square feet for a single business and up to four hundred (400) square feet in aggregate for more than one business. (Ord. 040202, 4-2-2002; amd. Ord. 12-05, 4-10-2012)

B. Height Limits: The maximum height limit for detached signs shall be as follows: (Ord. 040202, 4-2-2002)

1. In the C-G and C-C zones, thirty feet (30') above average grade of the front property line except at locations designated in the "freeway corridor" area. Signs in these locations may be a maximum of fifty five feet (55') in height.
2. In the C-H and M-D zones, thirty five feet (35') above average grade of front property line except for areas determined to be in the "freeway corridor". Within the "freeway corridor" area signs may be a maximum of fifty five feet (55') above average grade of front property line (see map attached to the ordinance codified herein and on file in the city office). (Ord. 040202, 4-2-2002; amd. 2003 Code)

C. Number Of Panels: A detached sign may consist of more than one sign panel, provided all such sign panels are attached to one common integrated sign structure, and any additional panels must meet minimum clearance as designated in subsection F of this section. The total area of all such panels shall not exceed the maximum allowable sign area specified for a detached sign on said parcel. Where a sign message consists of separated or individual letters, modules or

symbols, each portion of said sign message shall not be considered as a one sign panel. In such cases, a single continuous perimeter completely surrounding the sign message shall be utilized to determine its sign area.

D. Corner Lots:

1. On corner lots, a single sign is permitted and a second sign may be permitted with conditional use approval. The total area for all detached signs shall not exceed three hundred (300) square feet. Said maximum allowances, however, are not transferable either in whole or in part from one street frontage to another.
2. When a sign is erected at the street intersection corner of the parcel, or at the intersection of a building front, and is situated at an angle so as to be visible from both streets or both frontages, said sign shall not exceed the maximum area allowed for the longest front footage of building occupancy or street frontage. The area of such sign shall be deducted from the total area and number of signs permissible on said property.

E. Required Setbacks: No detached sign shall project over a public right of way. Detached signs shall have a two foot (2') setback from all property lines. The two foot (2') setback is determined from the leading edge of the detached sign. Where a detached sign has a two foot (2') or more base width from ground level to a height of ten feet (10'), the base of said sign shall be located a minimum of ten feet (10') from any front property line and shall not be located in any clear view area. (Ord. 040202, 4-2-2002)

F. Minimum Clearance: A detached sign shall have a minimum clearance of ten feet (10') between the ground surface and the bottom of the sign; provided, that the building and planning departments may reduce this clearance if the sign is not illuminated with exposed neon tubing and is located in an area not accessible to pedestrian or vehicular traffic, or if an acceptable site feature is constructed to protect said pedestrian and vehicular traffic. The minimum clearance shall not be reduced where a traffic hazard may be created. In no case shall this clearance be reduced to less than six feet (6'). (Ord. 040202, 4-2-2002; amd. 2003 Code)

