



MBA MEETING

07-12-22

(5:45 p.m.)



MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY AGENDA
JULY 12, 2022 – 5:45 P.M.
MORGAN, UTAH

PUBLIC NOTICE is hereby given that the Municipal Building Authority of Morgan City, Utah, will hold a public meeting in the Council Conference Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 5:45 p.m. on July 12, 2022.

1. **CALL TO ORDER AND APPROVAL OF AGENDA**
 - A. Welcome – Steve Gale, Chair
 - B. Approval of Meeting's Agenda
2. **CONSENT AGENDA**
 - A. Minutes of the Municipal Building Authority of Morgan City – May 10, 2022
3. **ACTIVE AGENDA**
 - A. Lease Agreement Between the Municipal Building Authority of Morgan City and Weber-Morgan Health Department – M22-28
 - B. Lease Agreement Between the Municipal Building Authority of Morgan City and Weber Human Services – Resolution – M22-29
4. Adjournment

The Board at its discretion may rearrange the order of any item(s) on the agenda.

In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting.

This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Morgan Council Conference Room, 90 West Young Street, Morgan, Utah. Elected Officials at remote locations may be connected to the meeting electronically to participate.

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

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Morgan City limits on this 8th day of July, 2022 at Morgan City Hall, on the Utah State Public Notice Website, at morgancityut.org, and three public places within the City.

/s/ Denise Woods., City Recorder

**MINUTES OF THE MUNICIPAL
BUILDING AUTHORITY OF
MORGAN CITY MEETING**

MAY 10, 2022; 5:30 P.M.

**CHAIR AND BOARD MEMBERS
PRESENT:**

Chair Steve Gale, Tony London, Jeff Wardell, Jeffery Richins, and Dave Alexander

STAFF PRESENT IN-PERSON:

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

EXCUSED:

Eric Turner

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

This meeting was called to order by Chair, Steve Gale.

APPROVAL OF MEETING AGENDA

MOTION: Councilmember London moved to approve the agenda.

SECOND: Councilmember Alexander

The motion passed to approve the agenda; Boardmember Turner was absent.

ITEMS FOR DISCUSSION/APPROVAL

ADOPTION OF A TENTATIVE BUDGET FOR THE MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY FOR THE 2022 – 2023 FISCAL YEAR AND SET DATE FOR FINAL APPROVAL – RESOLUTION M22-16

Councilmember Alexander suggested a change be made to the resolution in paragraph 1 by changing Morgan City Redevelopment Agency to the Municipal Building Authority of Morgan City. He also asked Ty regarding the source of revenue.

Ty Bailey, City Manager, explained the external revenue would come from Weber Human Services and Weber Morgan Health Department from renting the basement. He said the internal revenue would be from the different departments within the City. Each department would calculate the amount of space used at the City Building, Shop, and Transfer Station and then an amount for rent would be determined for either shop space or office space and a payment from each department would be made to the Municipal Building Authority. No expenses had been identified at this point because the fund is just beginning. When building improvements needed to be made the monies would come from this fund.

Councilmember Richins asked if there were any major improvements needed in the foreseeable future.

Ty said no, but once the Train Depot was occupiable ownership would be transferred to the Municipal Building Authority and improvements not able to be completed by the grant could be completed through

this fund. The City's accountant would assist in the transfer of the assets to the Municipal Building Authority.

Councilmember Alexander asked if the Municipal Building Authority needed to be established.

Ty said no because the Municipal Building Authority had been in existence and the renewal had been paid each year. To meet the requirement of an annual meeting we would hold the annual budget meeting. Ty mentioned besides the Train Depot another potential external source of revenue could be the building at the ballpark.

MOTION: Boardmember London moved to adopt Resolution M22-16 – A resolution adopting a tentative budget for the Municipal Building Authority of Morgan City for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and set the date of June 28, 2022 at 5:30 p.m. for a public hearing to hear interested persons prior to adopting a final budget.

SECOND: Boardmember Wardell

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed to adopt Resolution R22-17 – A resolution adopting a tentative budget for the Municipal Building Authority for Morgan City for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and set the date of June 28, 2022 at 5:30 p.m. for a public hearing to hear interested persons prior to adopting a final budget; Boardmember Turner was absent.

This meeting was adjourned at 5:47 p.m.

Denise Woods, Secretary

These minutes were approved at the July 12, 2022 meeting.

RESOLUTION M22-28

**A RESOLUTION ADOPTING AND APPROVING A LEASE AGREEMENT
BETWEEN THE MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY AND
WEBER-MORGAN HEALTH DEPARTMENT FOR THE LEASE OF A PORTION
OF THE BASEMENT OF THE CITY BUILDING.**

WHEREAS, the basement of the City building was recently remodeled to accommodate office space and other office-related uses consistent with normal services provided by Weber-Morgan Health Department; and

WHEREAS, the parties have negotiated the terms of said Lease Agreement and have determined that the terms set forth in the accompanying Lease Agreement are acceptable to both parties; and

WHEREAS, it is determined to be in the best interest of the citizens of Morgan City to lease a portion of the basement of the City building to Weber-Morgan Health Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY, UTAH:

1. That the Lease Agreement between the Municipal Building Authority of Morgan City and Weber-Morgan Health Department, which is attached hereto and incorporated herein by this reference, be hereby adopted and approved.
2. That the Chair of the Municipal Building Authority of Morgan City be authorized to execute said Lease Agreement, and any other documents in furtherance hereof.

PASSED AND ADOPTED by the Municipal Building Authority of Morgan City, Utah, this 12th day of July, 2022.

STEVE GALE, Chair

ATTEST:

DENISE WOODS, Secretary

BOARDS VOTE AS RECORDED:

	Aye	Nay	Excused
Boardmember London	___	___	___
Boardmember Wardell	___	___	___
Boardmember Turner	___	___	___
Boardmember Richins	___	___	___
Boardmember Alexander	___	___	___

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

Chair Gale	___	___
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LEASE

THIS LEASE (this "Lease") is made as of this ____ day of _____, 2022 (the "Effective Date"), by and between the **MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY** ("Lessor"), whose address is 90 West Young Street, Morgan, Utah 84050, and **WEBER-MORGAN HEALTH DEPARTMENT** ("Lessee"), whose address is 477 23rd Street, Ogden, Utah 84401.

WITNESSETH:

THAT, in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

1. **Term and Premises.** Unless otherwise provided herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a term commencing on the Effective Date and ending on _____, 2027 (the "Lease Term"), the basement area of the City building located at 90 West Young Street, Morgan, Utah 84050, together with all fixtures and improvements located thereon (collectively, the "Premises"). This Lease shall automatically renew for an additional one-year period of time unless terminated sooner as provided herein. The Lease may be terminated sooner, upon thirty (30) days written notice to the other party if:

- a. The Lessee puts the premises, or any part thereof, to a use inconsistent with those granted herein, or that interferes in anyway, with the Lessor's use of the premises, or that violates any ordinance or regulation.
- b. The Lessee determines not to continue to use the property further.
- c. Lessor deems it to be in the general public interest to terminate the Lease.

2. **Rent.** Lessee shall pay Lessor rent in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per month, on the first day of _____, 2022, and on the first day of each month thereafter during the Lease Term as stated above.

3. **Use.** Lessee shall have the right to use the Premises solely for general office purposes and any other office-related uses consistent with normal services provided by Lessee. Lessee shall use the Premises in a careful, safe, and proper manner and agrees to pay for any damage to the Premises caused by misuse or abuse by Lessee, its agents, or employees, or by any other person entering upon the Premises under the express or implied invitation of the Lessee. Such payment shall be made within thirty (30) days of notice of damage to Lessee. If a dispute arises regarding damage Lessee shall notify Lessor and the time to pay is tolled until the dispute is resolved. Lessor shall have the right to impose rules and regulations regarding the use of the Premises, including common areas.

Lessor shall repair or replace any defects, deficiencies, deviations or failures of materials or workmanship to the interior or exterior of the building and shall maintain the building in a good, safe condition. Lessee shall maintain the Premises, and any additions, alterations, or improvements thereon, in good order and condition at its own expense. Lessee shall repair and replace any damage to the building or Premises that is caused by Lessee.

4. **Common Areas.** Lessee understands that all common areas, such as elevator, hallways, restrooms, lobbies, stairwells, corridors, and entrance ways, of the Premises are to be shared in common with all other tenants and that they shall be subject to the exclusive control and management of the Lessor. Lessee shall have the right to the non-exclusive use, in common with others, of the parking lots and sidewalks to the Premises. Lessor may close, eliminate, or designate periods of exclusive use for certain common areas. Lessor shall maintain the common areas in a clean and operable manner.

5. **Improvements.** Upon the approval of Lessor, Lessee shall have the right to install and construct improvements and alterations on the Premises reasonably necessary for the conduct of Lessee's business operations. Should the Lessor remove such items, the Lessor shall not be responsible to Lessee, or any other person claiming a right under this Lease, for any damages resulting from the removal. Except for the removal of dangerous or unsafe items, the Lessor shall request that the Lessee remove items after giving Lessee 48-hours to do so.

6. **Utilities.** The Lessor shall pay, during the Lease Term, all costs for electricity, gas, water, sewer, garbage disposal, and janitorial services (hereinafter "Utilities") used by Lessee on the Premises in connection with its operations. Lessor shall evaluate on an annual basis, the cost of Utilities on the Premises to determine necessary increases in rent and collect such amounts with the lease payment each month. At the end of each year, Lessor may charge and collect any deficiency in the utility payments based upon Lessor's utility costs attributable to Lessee's use of the premises, for the year. Lessee shall use the City's fiber optic internet service to their facilities and will be billed by Lessor for that use as a cost of utilities. Lessor shall give Lessee 30-days notice of such increase or additional payment due to an increase in utility costs.

7. **Compliance with Laws.** Lessor and Lessee shall comply with all laws in connection with its use of the Premises during the Lease Term.

8. **Default.** If Lessee shall fail to perform any of its obligations hereunder, then if such failure shall continue for thirty (30) days (or such additional time as may be reasonably necessary to cure such breach) after written notice thereof from Lessor to Lessee, then Lessor's sole remedy shall be to terminate this Lease and take possession of the Premises.

9. **Indemnity.** The parties hereby agree to indemnify and hold the other party, its officers, agents, and employees, harmless from and against any and all claims for damage or injury to persons, or property, arising out of this Lease Agreement. Lessee shall also maintain general liability insurance in the amount of \$5,000,000.00 and insurance on their personal property in an amount and in order to guarantee this protection. Lessee further agrees to maintain worker's compensation insurance as required by State law, on its workers in the leased premises.

10. **Notices.** All notices and demands hereunder shall be given in writing and hand delivered to the other party at the addresses for the parties first listed above.

11. **Governing Law.** This Lease shall be governed by the laws of the state of Utah.

12. **Transferability.** This Lease shall not be transferable, assignable or succeed in interest to any other person or entity. Upon the occurrence of any of the above events, the Lease shall terminate.

13. **Entire Agreement.** This Lease contains the entire agreement between the parties with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change or modify this lease, in whole or in part, unless such agreement is in writing and is signed by both parties.

14. **Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Lease is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions will be valid and enforced as if this Lease did not contain the particular part, term, or provision held to be invalid.

15. **Survivability.** Any provision of this agreement that contemplates performance or observance subsequent to termination or expiration of this agreement will survive termination or expiration of this agreement and continue in full force and effect.

16. **Counterparts.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

DATED as of the day and year first above written.

LESSOR:

MUNICIPAL BUILDING AUTHORITY OF
MORGAN CITY

By: Steve Gale
Title: Chair

Attest:

Denise Woods, Secretary

LESSEE:

WEBER-MORGAN HEALTH
DEPARTMENT

By: _____
Title: _____

STATE OF UTAH)
 : SS.
COUNTY OF _____)

On this _____ day of _____, 2022, personally appeared before me _____, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of WEBER-MORGAN HEALTH DEPARTMENT, and that said document was signed by him in behalf of WEBER-MORGAN HEALTH DEPARTMENT, and _____ acknowledged to me that WEBER-MORGAN HEALTH DEPARTMENT executed the same.

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

NOTARY PUBLIC

Print Name

My Commission Expires

RESOLUTION M22-29

**A RESOLUTION ADOPTING AND APPROVING A LEASE AGREEMENT
BETWEEN THE MUNICIPAL BUILDING AUTHORITY OF MORGAN CITY AND
WEBER HUMAN SERVICES FOR THE LEASE OF A PORTION OF THE
BASEMENT OF THE CITY BUILDING.**

WHEREAS, the basement of the City building was recently remodeled to accommodate office space and other office-related uses consistent with normal services provided by Weber Human Services; and

WHEREAS, the parties have negotiated the terms of said Lease Agreement and have determined that the terms set forth in the accompanying Lease Agreement are acceptable to both parties; and

WHEREAS, it is determined to be in the best interest of the citizens of Morgan City to lease a portion of the basement of the City building to Weber Human Services.

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2. That the Chair of the Municipal Building Authority of Morgan City be authorized to execute said Lease Agreement, and any other documents in furtherance hereof.

PASSED AND ADOPTED by the Municipal Building Authority of Morgan City, Utah, this 12th day of July, 2022.

STEVE GALE, Chair

ATTEST:

DENISE WOODS, Secretary

BOARDS VOTE AS RECORDED:

	Aye	Nay	Excused
Boardmember London	___	___	___
Boardmember Wardell	___	___	___
Boardmember Turner	___	___	___
Boardmember Richins	___	___	___
Boardmember Alexander	___	___	___

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

Chair Gale	___	___
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16. **Counterparts.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

DATED as of the day and year first above written.

LESSOR:

MUNICIPAL BUILDING AUTHORITY OF
MORGAN CITY

By: Steve Gale
Title: Chair

Attest:

Denise Woods, Secretary

LESSEE:

WEBER HUMAN SERVICES

By: _____
Title: _____

STATE OF UTAH)
 : SS.
COUNTY OF _____)

On this ____ day of _____, 2022, personally appeared before me _____, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of WEBER HUMAN SERVICES, and that said document was signed by him in behalf of WEBER HUMAN SERVICES, and _____ acknowledged to me that WEBER HUMAN SERVICES executed the same.

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

NOTARY PUBLIC

Print Name

My Commission Expires

