



Council Meeting

11-08-22

7:00 p.m.



MORGAN CITY COUNCIL AGENDA
NOVEMBER 8, 2022 – 7:00 P.M.
MORGAN, UTAH

PUBLIC NOTICE is hereby given that the Morgan City Council will hold a public meeting in the Council Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 7:00 p.m. on November 8, 2022.

GENERAL MEETING – 7:00 P.M.

1. A. Welcome - Mayor Steve Gale
 B. Pledge of Allegiance and Opening Ceremony
 C. Approval of Meeting's Agenda
2. **CONSENT AGENDA:**
 - A. City Council Meeting Minutes – October 11, 2022;
 - B. City Council Meeting Minutes – October 25, 2022; and
 - C. Warrants (10/07/22 – 11/04/22)
3. **CITIZEN 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 before 5:00 p.m. on the day of the meeting.)
4. **ACTIVE AGENDA**
 - A. Consider adoption of a resolution authorizing the issuance of sales tax revenue bonds
 - B. A Resolution Authorizing the Issuance and the Sale of Not to Exceed \$4,100,000 Aggregate Principal Amount of Sales Tax Revenue Bonds – Resolution 22-46
 - C. Application to The Utah Governor's Office of Economic Opportunity (GO-UTAH) for the Rural Communities Opportunity Grant – Resolution 22-44
 - D. Land Purchase Agreement Between Morgan City Corporation and North Morgan Water Users Association / North Springs Irrigation Company – Resolution 22-45
 - E. Amendment to Title 1, Chapter 1.15 of the Morgan City Code by Amending the Consolidated Fee Schedule Regarding the Cost of Water Usage Through a Fire Hydrant Meter – Ordinance 22-10
 - F. Granting to Qwest Corporation d/b/a CenturyLink QC a Franchise for a Communications System – Ordinance 22-11
5. **CITY REPORTS AND BUSINESS**
 - A. City Council
 - B. City Manager
 - Project Updates
6. **ADJOURN**

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- A Work Session will be held prior to the General Meeting at 6:00 p.m. to discuss miscellaneous matters if needed.
 - This meeting will also be live streamed via morgancityu.org.
 - 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 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 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.

- The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Morgan City limits on this 7th day of November, 2022 at Morgan City Hall, on the Utah State Public Notice Website, at morgancityut.org, and three public places within the City. The 2022 meeting schedule was posted on the City's Website and Public Notice Website on December 17, 2021.
/s/ Denise Woods, City Recorder

**MINUTES OF MORGAN CITY
COUNCIL MEETING**

OCTOBER 11, 2022; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**Mayor Steve Gale, Tony London, Jeff Wardell, Eric
Turner, Jeffery Richins, and Dave Alexander**

STAFF PRESENT IN-PERSON:

**Ty Bailey, City Manager; Row and Stephanie
Howard; and Denise Woods**

STAFF PRESENT ELECTRONICALLY:

Gary Crane, City Attorney; Jake Young, City Planner

OTHERS PRESENT:

**Jordache Wardell and Dallas Wardell, Wardell
Brothers Properties, LLC; Linda Petersen, Morgan
County Journal; Harley Howard and Zane Howard**

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 Mayor Steve Gale.

The pledge of allegiance was led by Dallas Wardell.

The opening ceremony was presented by Councilmember Turner.

APPROVAL OF MEETING AGENDA

MOTION: Councilmember Alexander moved to approve the agenda.

SECOND: Councilmember Turner

The motion passed to approve the agenda.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
Minutes of the City Council Meeting – August 23, 2022; and
Warrants (09/23/2022 – 10/09/2022).

SECOND: Councilmember London

The motion passed to approve the minutes as written and one set of warrants.

CITIZEN COMMENTS

Linda Petersen, Morgan County Journal, introduced herself as the new government writer for the Morgan County Journal, which recently acquired the Morgan County News. She stated she had been a community news reporter for 25 years and had covered Salt Lake County, Beaver County, Sanpete County, and Davis

County to name a few. She would be covering Morgan City and Morgan County remotely. She also had a second job as a reporter for Intermountain Catholic in Salt Lake City.

NEW BUSINESS

FINAL ACCEPTANCE OF QUAIL HOLLOW SUBDIVISION PHASE 2 – PARTIAL RELEASE OF ESCROW FUNDS IN THE AMOUNT OF \$73,008.73

Mayor explained Brent Slater, City Engineer Representative, had completed the final inspections of the improvements for Quail Hollow Subdivision Phase 2 and he had found them to be satisfactory and met the minimum requirement of Morgan City standards in accordance with engineering and/or subdivision plans submitted and previously approved. He stated the amount of \$4,470.75 would remain in the escrow account until next summer when the placement of the seal coat could be completed. He explained if the amount of the seal coat exceeded the \$4,470.75 the developer would be responsible for the additional cost.

MOTION: Councilmember London moved grant final acceptance of Quail Hollow Phase 2 Subdivision and to release Seventy-Three Thousand Eight Dollars Seventy-Three Cents (\$73,008.73) from the escrow account.

SECOND: Councilmember Richins

Discussion on the Motion: None

Vote was 5 ayes; Motion passed unanimously to grant final acceptance of Quail Hollow Phase 2 Subdivision and to release Seventy-Three Thousand Eight Dollars Seventy-Three Cents (\$73,008.73) from the escrow account.

CITY OWNED RIGHT-OF-WAY IN WARDELL'S DEVELOPMENT – PROPERTY LOCATED AT APPROXIMATELY 550 EAST 700 NORTH

Mayor explained this was to be a discussion on the access road and the City's decision regarding allowing the use of the road by the Wardell development and was not a discussion regarding the development.

Councilmember Wardell recused himself from any discussion or decision regarding this matter due to a possible conflict of interest.

Ty Bailey, City Manager, explained the property was purchased by Wardell Brothers Properties, LLC, and rezoned to RM-15 and the City owned a 60-foot piece of property which went all the way through the two parcels and narrowed at the top. He stated the City owned the property to ensure access to this property. He said the Wardell's were working through the review process and one of the requirements was to ensure access so the City needed to discuss their options of how the City could help ensure access for the property. He mentioned several options – sell the developer the property and it would become a private road, developers would develop a full City street for public access and the City would own and maintain the road, or the City could enter into a License Agreement with the developer which would allow the City to maintain ownership, but the developer would maintain the road. He explained if the City entered into the License Agreement the City could be more flexible and not require the road to be built to full City standards. He suggested the City keep ownership to the road since it went up to 825 North.

Gary Crane, City Attorney, said the road didn't accommodate a public street so that wouldn't be an option. He said if the road was owned by the developer, it would be a private street, and if the City sold the property it needed to go out for bid. He explained the process to surplus the parcel as an insignificant parcel of

property pursuant to City ordinance. He stated this piece of property would not be considered an insignificant parcel due to its size so it would need to go out to bid if the City chose to sell it. He recommended the best option for the City would be to maintain ownership but transfer the responsibility for developing, maintaining, and caring for the street to the developer through a Licensing Agreement.

Jordache Wardell, Wardell Brothers Properties, stated they would prefer what Gary recommended. He stated they would build the road to City standard with streetlights.

Jake Young, City Planner, joined the meeting electronically at 7:23 p.m.

Jake Young, City Planner, said he agreed with Gary's recommendation. He explained this property was in the sensitive lands so it needed a conditional use permit (CUP) and so any agreements should be conditional upon the CUP and approval of the development.

Gary agreed if the CUP was granted then a condition of the CUP would be the completion of the License Agreement for the access road and these two items could happen concurrently.

Councilmember Alexander asked regarding the maintenance of the road.

Gary clarified the road would be maintained by the development so there would be an HOA, which would be part of the requirement of development, and the HOA would maintain it as common area.

Jake asked if the development was an apartment complex, and it was singularly owned could the owner be responsible for maintaining the road.

Gary stated within the License Agreement the City could require the property be perpetually maintained by the owner of the property if it remained as single ownership.

Jordache mentioned the road would be City accessible. He clarified the roadway would be City owned but privately built so access to the City was there. He stated a survey had been completed and the width was 62' wide and 60' was required for a road.

Jake mentioned the width of the road on the plan was 40' and it was a City approved street. He explained there would be sidewalk on one side of the street and the total right-of-way was approximately 50'. He reviewed the proposed site plan in the packet.

Jordache said the grade was 12% for a portion and then it was a 15% grade for the remaining portion of the road.

Jake mentioned the Fire Marshal had also reviewed the proposed site plan. In the letter from the Fire Marshal, he stated even though the 15% grade was over the allowed 12% grade, he could work with it.

MOTION: Councilmember Alexander moved to approve the concept that the City maintain ownership of the right-of-way in the Wardell Development, property located at approximately 550 East 700 North and also enter into a License Agreement to provide access to the development and the developer would maintain the right-of-way.

SECOND: Councilmember Turner

Discussion on the Motion: None

Vote was 5 ayes; Motion passed unanimously to approve the concept that the City maintain ownership of the right-of-way in the Wardell Development, property located at approximately 550 East 700 North and also enter into a License Agreement to provide access to the development and the developer would maintain the right-of-way.

Councilmember Wardell rejoined the meeting at 7:33 p.m.

Jake Young left the meeting at 7:33 p.m.

Gary Crane left the meeting at 7:33 p.m.

SPECIAL REPORTS

Recognition – Row Howard – Ty informed the Council Row Howard had completed the certification for Residential Building Inspector.

Row Howard stated it was difficult taking this position because he had worked closely with Mark Schmid before he passed away. He said he appreciated this opportunity. He had also taken the OSHA 10 Course and became the designated safety officer for the City through Utah Governments Trust and had taken over code enforcement for the City.

Councilmembers congratulated Row on his accomplishment.

Strategic Project Planning Meeting – Councilmembers London and Turner expressed their appreciation to Ty for the Strategic Project Planning Meeting and asked that a spreadsheet outlining the projects be compiled for the Council's review.

Young Street Bridge – Ty updated the Council on the Young Street Bridge Project. He had been working with UDOT since the City's match money hadn't been solidified yet, but they moved forward knowing the City would provide the match. He said the project had been sent out to bid and the City should receive the bids at the end of October and then the process of selecting a bid would begin and finally construction would begin Spring 2023.

Campaign Sign – City Code – Ty stated it was campaign season and the City had received a concern regarding the campaign signs being allowed within the park strip. He stated the City's code didn't read like it's intended to, and the City had deferred to the County, so it is consistent for the candidates. He read the City's Code Section 10.32.180(F.1.) and also the County Code Section 8-10-6(13).

Discussion regarding the interpretation of the City Code and also the County's Code. Decision of the Council was to amend the code by stating – or if no curb, gutter, and sidewalk five feet back from asphalt.

Project Update – Ty updated the Council on the following projects which were either completed or close to completion – Sidewalk Project, Basement Remodel Project, Diffuser Project at Sewer Lagoon, and Train Depot.

Economic Development Grant – Ty mentioned an Economic Development Grant which opened next month, and he intended to apply for it to renovate the inside of the Train Depot and make it usable as a visitor center, i.e., tables, chairs, display cases, etc. He also mentioned part of the grant

would be used to purchase a trailer for the City to use as storage of event supplies. He explained the match for the grant was 30%.

Commo Springs – 100 South Entrance – Councilmember Alexander stated at the County Planning Commission's meeting the members were unaware of the letter from the Mayor. He suggested a new letter be addressed to the County Commissioners. He said the Planning Commission had given a positive recommendation at their first meeting.

Mayor stated he had read the letter to the County Commissioners and they each had a copy for their next meeting.

This meeting was adjourned at 8:18 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the November 8, 2022 meeting.

**MINUTES OF MORGAN CITY
COUNCIL MEETING**

OCTOBER 25, 2022; 7:02 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

Mayor Steve Gale, Tony London, Eric Turner, Jeffery Richins, and Dave Alexander

STAFF PRESENT IN-PERSON:

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

EXCUSED:

Jeff Wardell

OTHERS PRESENT:

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 Mayor Steve Gale.

The pledge of allegiance was led by Councilmember Turner.

The opening ceremony was presented by Councilmember Alexander.

APPROVAL OF MEETING AGENDA

MOTION: Councilmember London moved to approve the agenda.

SECOND: Councilmember Turner

The motion passed to approve the agenda; Councilmember Wardell was absent.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
Minutes of the City Council Work Meeting – September 27, 2022; and
Minutes of the City Council Meeting Minutes – September 27, 2022.

SECOND: Councilmember Richins

The motion passed to approve the minutes as written; Councilmember Wardell was absent.

CITIZEN COMMENTS

Dave and Lorna Carter, 350 South State Street, Morgan, Utah: Dave Carter expressed appreciation to the Council for allowing them to come and speak. He explained their current home was purchased in 2011 and at that time they put their utility payment on equal pay and from July to December there wasn't a charge for sewer service. Lorna Carter stated that sometime in 2012 they started getting billed for sewer service. She said they were within the 200-foot requirement, but their home was at the bottom of a hill so they would

have to have a lift station to connect to the City's sewer line. She assumed that John had made some type of agreement with the City, or he wouldn't have done the septic tank. The home began as a remodel and then it ended up being a complete rebuild. Dave stated they spoke with John's wife, and she informed them she hadn't paid sewer fees as long as she and John lived there. She stated they were asking for a waiver from the City from having to pay the sewer fee.

Councilmember London asked if when the home was built was there a hook-up fee charged to John.

Lorna stated she didn't know she only had the application for the septic tank.

Councilmember London explained a similar situation he had when he lived in the home above Dave and Janet Randall. He stated he wasn't hooked up to the sewer but paid sewer fees even though he was on a septic tank. He stated the lift station might make a difference in this situation.

Lorna stated if you measured from the back of the home, where the line would come out of to hook onto the sewer, they would be over the required 200-feet from there to the sewer line.

Mayor asked Gary if it was 200-feet from the point of hook-up or 200-feet from the property.

Gary Cane, City Attorney, stated it was 200-feet from the property. He mentioned the state requirement was 300' from property line. He explained everyone contributed to the sewer infrastructure and sewer plant and if someday they hooked up to the City sewer, they would need the sewer plant.

Councilmember London stated he vaguely remembers waiving the fee for Jeff Francis because he had a lift station.

Dave mentioned a home on Young Street which was next to the road but wasn't hooked up to the City sewer and they had a septic tank.

Mayor stated no decision would be made tonight, but the issue would be reviewed and discussed with staff.

ACTIVE AGENDA

RESOLUTION 22-41 – RIGHT OF WAY AND EASEMENT GRANT (3 EASEMENTS) BETWEEN MORGAN CITY CORPORATION AND CENTURYLINK COMMUNICATION, LLC, d/b/a LUMEN

Ty Bailey, City Manager, explained these easements extended the line from Commercial Street to the new bridge. He stated the infrastructure was already installed. He stated the survey hadn't been completed before the infrastructure was installed and now the survey was completed, and we had the correct legal descriptions for the easements.

MOTION: Councilmember Turner moved to adopt Resolution 22-41 – A resolution adopting and approving a Right of Way and Easement Grant between Morgan City Corporation and CenturyLink Communications, LLC, d/b/a LUMEN.

SECOND: Councilmember Alexander

Discussion on the Motion: None

Vote was 4 ayes; Motion passed to adopt Resolution 22-41 – A resolution adopting and approving a Right of Way and Easement Grant between Morgan City Corporation and CenturyLink Communications, LLC, d/b/a LUMEN; Councilmember Wardell was absent.

RESOLUTION 22-42 – RIGHT OF WAY AND EASEMENT GRANT BETWEEN MORGAN CITY CORPORATION AND UTOPIA FIBER

Mayor stated this item was similar to the previous item but was between Morgan City and UTOPIA FIBER.

MOTION: Councilmember Turner moved to adopt Resolution 22-42 – A resolution adopting and approving a Right of Way and Easement Grant between Morgan City Corporation and UTOPIA FIBER.

SECOND: Councilmember London

Discussion on the Motion: None

Vote was 4 ayes; Motion passed to adopt Resolution 22-42 – A resolution adopting and approving a Right of Way and Easement Grant between Morgan City Corporation and UTOPIA FIBER; Councilmember Wardell was absent.

SPECIAL REPORTS

CITY COUNCIL

Como Springs - Councilmember Alexander updated the Council regarding the Como Springs Project. He stated he listened to the County meetings and the developer was granted a conditional use permit (CUP) from the County Commission. He said the developer had asked for three exceptions: 1) 3 years to complete the project instead of one as required by code; 2) he was willing to use the Como Bridge as the main entrance and exit but asked for a waiver from the 36' requirement; and 3) the access on 100 South be permitted to be used for emergency purposes only. He stated they denied the request regarding the width of the bridge but granted the request for the project to be completed in three years. He mentioned a petition which was signed by the neighbors against the use of 100 South as an access and the letter from the Mayor and Gary Crane was instrumental in the outcome. He complimented the County Commissioner's for being receptive to the community and their comments.

Discussion regarding the bridge and different options for the bridge and the possible amount of traffic coming and going from the resort.

Planning Commission Meeting – Councilmember London updated the Council regarding COG on Monday and the County had not yet passed the resolution on the two-quarter percent sales tax (Local Option Sales Tax). He explained the money from one of the quarter percent sales tax, would be prioritized by COG and mentioned the possibility of getting COG to put some of the money towards Young Street Bridge.

Ty clarified the County had passed the resolution but had not sent it to the State Tax Commission.

Wasatch Integrated Management Service – Councilmember London updated the Council regarding possible changes with Wasatch Integrated Management Services. He said several years ago they built a material recovery and transfer facility (MURF), and the recycling was supposed to

be done at the facility. He stated there was an 8% diversion rate and they were having a difficult time keeping a labor force at the facility, so the system wasn't working well. He said initially everything was supposed to go in the black garbage cans and then recycled at the facility, but it wasn't working as envisioned. He said there had been discussion about mandating that everyone in the district have a blue recycling can because the diversion rate would go up to about 30% which meant you wouldn't be transferring as much municipal waste to the Tooele County where it was being dumped now. He stated he was concerned because it would cost the City and the County more because of the distance to haul the garbage to the landfill. He stated some of the questions which had been raised were:

- Who was responsible to purchase the cans.
- Contract with just one individual for hauling the blue cans which could reduce the cost of hauling.
- Some municipalities in the District already have a recycling contract.

He stated the sanitation rate for the City and the County was the highest in the District due to the transportation costs. He mentioned there had been discussions regarding an opt-out option.

Ty mentioned the possibility of the diversion rate being where it was at was because people already were recycling through a second carrier.

CITY MANAGER:

UAMPS – Ty updated the Council regarding a project with UAMPS to explore natural gas and in combination with that member internal generation. He stated the resource committee was doing a really good job of exploring opportunities and they were going to hire a consultant to either do a centralized natural gas facility for the members or members could do their own internal generation and then members could call for power. He stated the pricing last year and this year during July and August was terrible and was out of control.

Personnel – Ty said the City had hired a new employee, Cyler Preece, in the Water and Sewer Department and he was doing training.

Potential Fraud – Ty informed the Council about a case of potential fraud and Laurie Moore, City Treasurer, did an amazing job in researching the issue and working with the banks. He said the City would be implementing a program called Positive Pay and the bank would check any checks against a list provided by the City as they come through the bank before they would be approved.

Educational Outreach – Ty said the Power Department was doing some education outreach with the Fire Department on safety on power lines and they were also doing it over at the school. This training was coordinated by Mandy Webb, Weber Morgan Health Department.

Rural Communities Opportunity Grant – Ty mentioned a Rural Communities Opportunity Grant he was planning to apply for. The money would be used to make the Train Depot a visitor center and also to get an equipment trailer to store event supplies, i.e., stage, chairs, etc. The grant required a functioning Planning and Zoning Commission and/or an Advisory Board so he would fill out the application for the grant and then get the recommendation from the Planning Commission and then a resolution would be adopted by the City Council. The Planning Commission would have a special meeting on November 8th and the deadline for the grant was November 18th. The grant was a 30% match, and the grant would also include the first five years of rent for the Train Depot for whomever wanted to lease the building. He said there would also be

a meeting space available to rent out. He stated this grant supported tourism and would be a nice use of the space, i.e., a couple of offices, and a board room available for meetings, etc.

Cameras – Ty mentioned the sensors and the cameras being installed at City facilities and throughout the City. He had received training on the camera system which had been installed and they had motion sensors, and he could set up tolerances for each of the cameras. He said the other project was the road sensors which would collect data like speeds, types of vehicles, and traffic counts.

This meeting was adjourned at 8:03 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the November 8, 2022 meeting.

Morgan City, Utah

\$2,000,000 Sales Tax Revenue Bonds

Series December 29, 2022

(Direct Purchase)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/29/2022	-	-	-	-	-
06/15/2023	-	-	35,929.55	35,929.55	35,929.55
12/15/2023	169,000.00	3.300%	38,959.75	207,959.75	-
06/15/2024	-	-	36,171.25	36,171.25	244,131.00
12/15/2024	174,000.00	3.400%	36,171.25	210,171.25	-
06/15/2025	-	-	33,213.25	33,213.25	243,384.50
12/15/2025	181,000.00	3.500%	33,213.25	214,213.25	-
06/15/2026	-	-	30,045.75	30,045.75	244,259.00
12/15/2026	187,000.00	3.600%	30,045.75	217,045.75	-
06/15/2027	-	-	26,679.75	26,679.75	243,725.50
12/15/2027	194,000.00	3.700%	26,679.75	220,679.75	-
06/15/2028	-	-	23,090.75	23,090.75	243,770.50
12/15/2028	202,000.00	3.800%	23,090.75	225,090.75	-
06/15/2029	-	-	19,252.75	19,252.75	244,343.50
12/15/2029	209,000.00	3.950%	19,252.75	228,252.75	-
06/15/2030	-	-	15,125.00	15,125.00	243,377.75
12/15/2030	218,000.00	4.200%	15,125.00	233,125.00	-
06/15/2031	-	-	10,547.00	10,547.00	243,672.00
12/15/2031	228,000.00	4.450%	10,547.00	238,547.00	-
06/15/2032	-	-	5,474.00	5,474.00	244,021.00
12/15/2032	238,000.00	4.600%	5,474.00	243,474.00	-
06/15/2033	-	-	-	-	243,474.00
Total	\$2,000,000.00	-	\$474,088.30	\$2,474,088.30	-

Yield Statistics

Bond Year Dollars	\$11,551.22
Average Life	5.776 Years
Average Coupon	4.1042263%
Net Interest Cost (NIC)	4.1042263%
True Interest Cost (TIC)	4.0864779%
Bond Yield for Arbitrage Purposes	4.0864779%
All Inclusive Cost (AIC)	4.0864779%

IRS Form 8038

Net Interest Cost	4.1042263%
Weighted Average Maturity	5.776 Years



Morgan City, Utah

\$3,000,000 Sales Tax Revenue Bonds

Series December 29, 2022

(Direct Purchase)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/29/2022	-	-	-	-	-
06/15/2023	-	-	53,894.21	53,894.21	53,894.21
12/15/2023	253,000.00	3.300%	58,439.50	311,439.50	-
06/15/2024	-	-	54,265.00	54,265.00	365,704.50
12/15/2024	262,000.00	3.400%	54,265.00	316,265.00	-
06/15/2025	-	-	49,811.00	49,811.00	366,076.00
12/15/2025	271,000.00	3.500%	49,811.00	320,811.00	-
06/15/2026	-	-	45,068.50	45,068.50	365,879.50
12/15/2026	281,000.00	3.600%	45,068.50	326,068.50	-
06/15/2027	-	-	40,010.50	40,010.50	366,079.00
12/15/2027	291,000.00	3.700%	40,010.50	331,010.50	-
06/15/2028	-	-	34,627.00	34,627.00	365,637.50
12/15/2028	302,000.00	3.800%	34,627.00	336,627.00	-
06/15/2029	-	-	28,889.00	28,889.00	365,516.00
12/15/2029	314,000.00	3.950%	28,889.00	342,889.00	-
06/15/2030	-	-	22,687.50	22,687.50	365,576.50
12/15/2030	327,000.00	4.200%	22,687.50	349,687.50	-
06/15/2031	-	-	15,820.50	15,820.50	365,508.00
12/15/2031	342,000.00	4.450%	15,820.50	357,820.50	-
06/15/2032	-	-	8,211.00	8,211.00	366,031.50
12/15/2032	357,000.00	4.600%	8,211.00	365,211.00	-
06/15/2033	-	-	-	-	365,211.00
Total	\$3,000,000.00	-	\$711,113.71	\$3,711,113.71	-

Yield Statistics

Bond Year Dollars	\$17,326.33
Average Life	5.775 Years
Average Coupon	4.1042366%
Net Interest Cost (NIC)	4.1042366%
True Interest Cost (TIC)	4.0864850%
Bond Yield for Arbitrage Purposes	4.0864850%
All Inclusive Cost (AIC)	4.0864850%

IRS Form 8038

Net Interest Cost	4.1042366%
Weighted Average Maturity	5.775 Years



Morgan City, Utah

\$4,000,000 Sales Tax Revenue Bonds

Series December 29, 2022

(Direct Purchase)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/29/2022	-	-	-	-	-
06/15/2023	-	-	71,865.32	71,865.32	71,865.32
12/15/2023	337,000.00	3.300%	77,926.25	414,926.25	-
06/15/2024	-	-	72,365.75	72,365.75	487,292.00
12/15/2024	349,000.00	3.400%	72,365.75	421,365.75	-
06/15/2025	-	-	66,432.75	66,432.75	487,798.50
12/15/2025	361,000.00	3.500%	66,432.75	427,432.75	-
06/15/2026	-	-	60,115.25	60,115.25	487,548.00
12/15/2026	374,000.00	3.600%	60,115.25	434,115.25	-
06/15/2027	-	-	53,383.25	53,383.25	487,498.50
12/15/2027	388,000.00	3.700%	53,383.25	441,383.25	-
06/15/2028	-	-	46,205.25	46,205.25	487,588.50
12/15/2028	403,000.00	3.800%	46,205.25	449,205.25	-
06/15/2029	-	-	38,548.25	38,548.25	487,753.50
12/15/2029	419,000.00	3.950%	38,548.25	457,548.25	-
06/15/2030	-	-	30,273.00	30,273.00	487,821.25
12/15/2030	436,000.00	4.200%	30,273.00	466,273.00	-
06/15/2031	-	-	21,117.00	21,117.00	487,390.00
12/15/2031	456,000.00	4.450%	21,117.00	477,117.00	-
06/15/2032	-	-	10,971.00	10,971.00	488,088.00
12/15/2032	477,000.00	4.600%	10,971.00	487,971.00	-
06/15/2033	-	-	-	-	487,971.00
Total	\$4,000,000.00	-	\$948,614.57	\$4,948,614.57	-

Yield Statistics

Bond Year Dollars	\$23,111.44
Average Life	5.778 Years
Average Coupon	4.1045231%
Net Interest Cost (NIC)	4.1045231%
True Interest Cost (TIC)	4.0867747%
Bond Yield for Arbitrage Purposes	4.0867747%
All Inclusive Cost (AIC)	4.0867747%

IRS Form 8038

Net Interest Cost	4.1045231%
Weighted Average Maturity	5.778 Years



RESOLUTION 22-46

**A RESOLUTION AUTHORIZING THE ISSUANCE AND THE
SALE OF NOT TO EXCEED \$4,100,000 AGGREGATE
PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS**

*** *** ***

WHEREAS, the Morgan City, Utah (the "*City*") considers it necessary and desirable and for the benefit of the City to issue its Sales Tax Revenue bonds as hereinafter provided for the purpose of (a) paying all or part of the costs of transportation construction and improvements in the City (collectively, the "*Project*") and (b) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Chapter 14 of Title 11 (the "*Act*"), Utah Code Annotated 1953, as amended (the "*Utah Code*"), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Sales Tax Revenue Bonds in an aggregate principal amount not to exceed \$4,100,000 (the "*Bonds*") pursuant to a Master Indenture of Trust (the "*Master Indenture*"), and a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the Master Indenture, the "*Indenture*"), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that the Designated Officer be authorized to (i) determine whether to pursue a competitive sale, private placement or negotiated sale for the sale of the Bonds, (ii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iii) if a private placement or negotiated sale is pursued, select a purchaser or underwriter for the Bonds and (iv) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination (the "*Certificate of Determination*"), a form of which is attached hereto as *Exhibit B*, containing such terms and provisions;

WHEREAS, Section 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the "*Notice of Bonds*") and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law and, in satisfaction of such requirement, the City desires to publish a Notice of

Public Hearing and Intent to Issue Sales Tax Revenue Bonds (the "*Notice of Public Hearing*") pursuant to such Section;

WHEREAS, Section 11-14-307(7) of the Act requires the City to submit the question of whether or not to issue the Bonds to voters for their approval or rejection if, within 30 calendar days after the publication of the Notice of Public Hearing, a written petition requesting an election and signed by at least 20% of the registered voters in the City is filed with the City; and

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to direct the publication of the Notice of Public Hearing and to provide for the form of the written petition requesting an election, as required by law;

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

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed \$4,100,000 in one or more series. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the Master Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed \$4,100,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 16 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.50% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time and redemption price, if any, at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this resolution and the Parameters Resolution.

For purposes of this resolution and the Bonds, "*Designated Officer*" means (i) the City Manager, or (ii) in the event of the absence or incapacity of the City Manager, the Mayor.

The City Council delegates to the Designated Officer the authority to determine whether to pursue a competitive sale, private placement or negotiated sale for the sale of the Bonds. If a private placement or negotiated sale is pursued, the Designated Officer is authorized to select a purchaser or underwriter for the Bonds and to obtain such information from potential purchasers or underwriters as he or she deems necessary to make such determination. If a competitive sale is pursued, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the City.

After the Designated Officer makes such determinations as provided above, the Designated Officer shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of

Determination shall be deemed to be incorporated in this Resolution. If the Designated Officer determines that it is in the best interest of the City and the District, the Designated Officer may (i) waive any irregularity or informality in any bid or in the electronic bidding process or in any response to a request for information, request for proposal or request for bids; and (ii) reject any and all bids or offers to purchase the Bonds.

Section 3. *Approval and Execution of the Master Indenture and the Supplemental Indenture.* The Master Indenture, in substantially the form attached hereto as *Exhibit A*, and the Supplemental Indenture, in substantially the form attached hereto as *Exhibit B*, are hereby authorized and approved, and the Mayor or the Mayor Pro-Tem is hereby authorized, empowered and directed to execute and deliver the Master Indenture and the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized, empowered and directed to affix to the Master Indenture and the Supplemental Indenture the seal of the City and to attest such seal and countersign such Master Indenture and the Supplemental Indenture, with such changes to the Master Indenture and the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Mayor Pro-Tem, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Master Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The Master Indenture and the Supplemental Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

Section 4. *Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws.* Each of the Mayor or the Mayor Pro-Tem, the City Recorder or any Deputy City Recorder, the City Manager and the City Treasurer is hereby authorized and directed to execute (a) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (b) a Continuing Disclosure Undertaking and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 5. *Other Actions With Respect to the Bonds.* The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 6. *Prior Acts Ratified, Approved and Confirmed.* All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. *Notice of Bonds to be Issued; Contest Period.* In accordance with the provisions of Section 11-14-316 of the Utah Code, the City Recorder shall cause the Notice of

Bonds, in substantially the form attached hereto as *Exhibit D*, to be published one time in *The Standard Examiner*, a newspaper of general circulation in the City.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the form of the Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Publication of Notice of Public Hearing. The City Recorder shall publish or cause to be published the Notice of Public Hearing on the Utah Public Notice Website no less than 14 days before the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit E*.

Section 9. Form of Petition. The form of the petition to be used by registered voters in requesting that an election be called to authorize the Bonds shall be in substantially the form attached hereto as *Exhibit F*.

Section 10. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 11. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 12. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

**ADOPTED AND APPROVED by the City Council of the Morgan City, Utah, this
November 8, 2022.**

MORGAN CITY, UTAH

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

EXHIBIT A

[ATTACH FORM OF MASTER INDENTURE]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[ATTACH FORM OF CERTIFICATE OF DETERMINATION]

EXHIBIT D

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on November 8, 2022, the City Council (the "*Council*") of the Morgan City, Utah (the "*City*"), adopted a resolution (the "*Resolution*") in which it authorized and approved the issuance of its Sales Tax Revenue Bonds (the "*Bonds*") in one or more series, in an aggregate principal amount of not to exceed four million one hundred thousand dollars to bear interest at a rate or rates of not to exceed five and one half percent per annum and to mature not later than sixteen years from their date or dates and to be sold at a discount from par not to exceed two percent. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the Master Indenture, described below, and the final form of the Bonds and Supplemental Indenture, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of financing all or a portion of the cost of transportation construction and improvements in the City (collectively the "*Project*") and (b) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the City pursuant to the Resolution and copies of a Master Indenture of Trust (the "*Master Indenture*") and a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the Supplemental Indenture, the "*Indenture*"), that were before the Council and attached to the Resolution at the time of the adoption of the Resolution. The Council will adopt the bond resolution and the City will cause the Indenture to be executed and delivered, in each case in such form and with such changes thereto as the Council shall approve upon the adoption of the bond resolution, *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

The repayment of the Bonds will be secured by a pledge of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code and franchise taxes levied by the City (collectively, the "*Pledged Taxes*").

The City currently has no bonds outstanding that are secured by the Pledged Taxes. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Annual Comprehensive Financial Report that is available on the Office of the Utah State Auditor's website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is \$5,657,146.

A copy of the Resolution (including the drafts of the Indenture attached to the Resolution) is on file in the office of the City Recorder at City Hall, 90 West Young Street, Morgan, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Indenture and the Supplemental Trust Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause

DATED November 8, 2022.

MORGAN CITY, UTAH

EXHIBIT E

MORGAN CITY, UTAH NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE SALES TAX REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the "*Council*") of the Morgan City, Utah (the "*City*"), shall hold a public hearing to receive input from the public with respect to the issuance of its Sales Tax Revenue Bonds (the "*Bonds*") to finance all or a portion of the cost of transportation construction and improvements in the City (collectively the "*Project*") and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "*Act*").

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project and (2) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in an aggregate principal amount not exceeding \$4,100,000.

SALES TAXES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds all of the legally available revenues from Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code and franchise taxes levied by the City.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at 6:00 p.m. on _____, 2022. The public hearing will be held at the regular meeting place of the Council at City Hall, 90 West Young Street, Morgan, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

NOTICE OF RIGHT TO FILE PETITION TO HOLD AN ELECTION

NOTICE IS FURTHER GIVEN that pursuant to Section 11-14-307(7), Utah Code, if within 30 calendar days of the publication of this notice on _____, 2022, a written petition requesting an election and signed by at least twenty percent (20%) of the registered voters of the City is filed with the City, then the City shall submit the question of whether or not to issue the Bonds to the voters of the City for their approval or rejection.

If no written petition is filed or if fewer than 20% of the registered voters of the City sign a written petition, in either case, within 30 calendar days of the final publication of this notice on _____, 2022, the City may proceed to issue the Bonds without an election.

DATED November 8, 2022.

MORGAN CITY, UTAH

EXHIBIT F

PETITION

To: City Recorder
Morgan City, Utah

We, the undersigned citizens and registered voters of the Morgan City, Utah (the "*City*"), respectfully request that an election be called by the City Council of the City, pursuant to the provisions of Section 11-14-307(7), Utah Code Annotated 1953, as amended, to authorize the issuance by the City of its Sales Tax Revenue Bonds, in a maximum principal amount not exceeding \$4,100,000, as to which notice of intention to issue was published on _____, 2022, on the Utah Public Notice Website pursuant to the provisions of a resolution passed by the City Council at a regular meeting of the City Council held on November 8, 2022, and each for himself or herself says: I have personally signed this petition; I am a registered voter of the Morgan City, Utah; my residence and post office address are correctly written after my name:

WARNING

It is a felony for any one to sign any initiative or referendum petition with any other name than one's own, or knowingly to sign one's name more than once for the same measure, or to sign such petition when one knows that he or she is not a registered voter.

[illegible]

[The following certification shall be attached to the Petition containing the signature of voters]

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, _____, of _____, hereby certify that I am a registered voter of the Morgan City, Utah, that all the names which appear on this sheet were signed by persons who professed to be the persons whose names appear thereon, and each of them signed his or her name thereto in my presence, I believe that each has printed and signed his or her name, and written his or her post office address and residence correctly, and that each signer is a registered voter of the Morgan City, Utah.

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public (or other official title)

RESOLUTION 22-44

A RESOLUTION ADOPTING AND APPROVING AN APPLICATION TO THE UTAH GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY (GO UTAH) FOR THE RURAL COMMUNITIES OPPORTUNITY GRANT.

WHEREAS, the State of Utah Code 63N-4-802 establishes the Rural Opportunity Program; and

WHEREAS, the Utah Governor's Office of Economic Opportunity (Go Utah), through the Center for Rural Development (CRD) administers the Rural Opportunity Program; and

WHEREAS, the Rural Opportunity Advisory Committee oversees funding opportunities, and the Rural Communities Opportunity Grant (RCOG) is one of the programs offered; and

WHEREAS, the RCOG empowers rural communities to take responsibility for economic development planning, projects, and activities, and to manage their unique opportunities; and

WHEREAS, pursuant to the State of Utah Code Section 63N-4-801, Morgan City is a rural municipality and therefore eligible for the RCOG; and

WHEREAS, on November 8, 2022, during a Special Meeting, the Morgan City Planning Commission gave a favorable recommendation to the City Council to apply for the RCOG; and

WHEREAS, the City will be submitting an application for the RCOG and is requesting \$450,000.00; and

WHEREAS, the City has already spent \$247,000 to bring the Train Depot up to code by removing asbestos, making it ADA compliant, and improving the parking lot; and

WHEREAS, the City has recently received a Historic District designation from the National Park Service and has established Historic District Committee to promote Morgan City and its Historic Downtown; and

WHEREAS, the City is ready to move forward and has the ability to complete the project in a one-year time frame; and

WHEREAS, the funds from the RCOG will be used for the interior remodel of the Train Depot to convert it into a visitor's center to encourage tourism within the City/County, provide office space(s), a meeting/board room for community use, and the purchase of an equipment trailer to store the City's event supplies which were previously stored in the Train Depot; and

WHEREAS, the grant requires a 30% match, and the City is committed to complete the construction of the project and provide the required matching funds; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve an application for the Rural Communities Opportunity Grant.

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

1. That the City adopted and approved the application to the Utah Governor's Office of Economic Opportunity (GO UTAH) for the Rural Communities Opportunity Grant.
2. That the City is committed to complete the construction of the project and provide the required matching funds.
3. That Ty Bailey, City Manager, is authorized to sign and submit the application for the Rural Communities Opportunity Grant.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of November, 2022.

STEVE GALE, 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 Gale	_____	_____
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Governor's Office of Economic Opportunity

Rural Communities Opportunity Grant

Go Utah's Center for Rural Development administers the Rural Communities Opportunity Grant (RCOG). These grants are available to rural counties, cities, and towns to support unique economic development projects and activities. The Rural Opportunity Advisory Committee oversees the funding opportunities.

Grant Purpose

The RCOG empowers rural communities to take responsibility for economic development planning, projects, and activities and to manage their unique opportunities. The grant addresses the economic development needs of rural communities, which include:

- Business recruitment, development, and expansion
- Workforce training and development
- Infrastructure and capital facilities improvements for business development

Eligible Communities

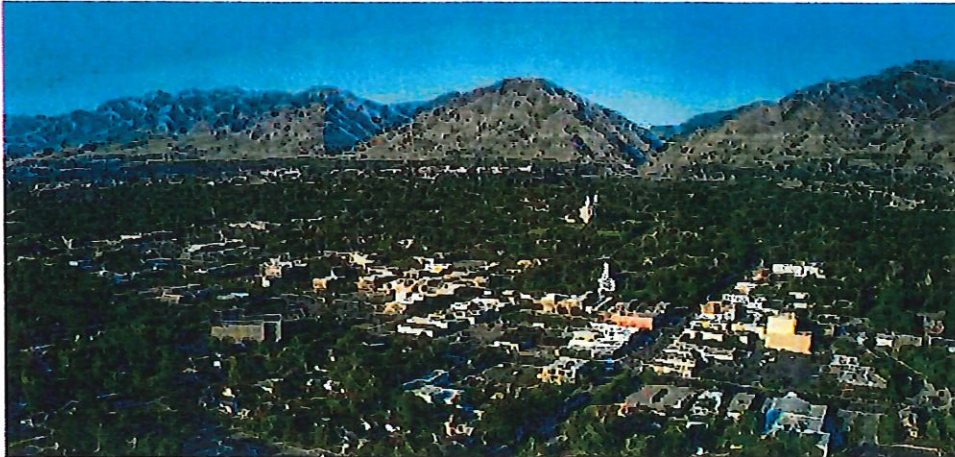
Eligible rural communities include:

- Counties of the third, fourth, fifth, and sixth class
- Cities, towns, and metro townships located within those counties, and
- Municipalities with a population of 10,000 or less in counties of the second class.

Rural communities may qualify to receive grant funding of up to \$600,000.

Competitive Application

The RCOG is competitive and requires a funding match based on the community's population. Applications are scored based on their quality, proposed budget, economic development projects and activities descriptions, and the purposes, goals, and measurable outcomes related to improving the community's overall economy. Applicants are required to justify the economic development need for the grant and the amount of funding requested.



RESOLUTION 22-45

A RESOLUTION ADOPTING AND APPROVING A LAND PURCHASE AGREEMENT BETWEEN MORGAN CITY CORPORATION AND NORTH MORGAN WATER USERS ASSOCIATION / NORTH SPRINGS IRRIGATION COMPANY FOR THE PURCHASE OF PROPERTY LOCATED AT APPROXIMATELY 1060 EAST 525 NORTH, MORGAN, UTAH.

WHEREAS, North Morgan Water Users Association (hereinafter "Seller"), owns certain real property located at approximately 1060 East 525 North, Morgan, Utah; and

WHEREAS, the City desires to purchase said property from Seller for the placement of a future water tank; and

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

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Land Purchase Agreement for the purchase of property located at approximately 1060 East 525 North, Morgan, Utah.

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

1. That the Land Purchase Agreement between Morgan City Corporation and North Morgan Water Users Association / North Springs Irrigation Company, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor is hereby authorized to execute said Land Purchase Agreement, accept the Quit-Claim Deed for the property, and sign all necessary documents necessary to complete this transaction.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of November, 2022.

STEVE GALE, 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 Gale	___	___
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LAND PURCHASE AGREEMENT

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

Seller: North Morgan Water Users Association / North Springs Irrigation Company
Attn: Rex Hardman, Vice Chair
492 North 700 East
Morgan City, Utah 84050

This Agreement between the Purchaser and Seller is entered into this ____ day of November, 2022.

WHEREAS, the Purchaser desires to purchase and the Seller is willing to sell certain real property located at approximately 1060 East 525 North, Morgan, Utah; and

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

NOW, THEREFORE, PURCHASER AND SELLER AGREE AS FOLLOWS:

1. Purchase: The Seller agrees to sell, and the Purchaser agrees to purchase certain real property located at approximately 1060 East 525 North, Morgan City, Morgan County, State of Utah, which property is more particularly described on Exhibit "A" attached hereto.

2. The purchase price of the above-described property shall be One Hundred Seventy-Six Thousand Dollars (\$176,000.00) to be paid at closing. Ownership of the property shall transfer from Seller to Purchaser on the date of closing.

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

MORGAN CITY CORPORATION

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

5. Closing Date: This transaction shall close, and the deed or contract be delivered on or before _____, 2022, and possession shall be on or before _____.

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

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

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

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

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

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

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

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

PURCHASER

MORGAN CITY CORPORATION

STEVE GALE, 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 _____, 2022, personally appeared before me STEVE GALE, 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 STEVE GALE acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

SELLER

NORTH MORGAN WATER USERS
ASSOCIATION / NORTH SPRINGS
IRRIGATION COMPANY

By: _____

Title: _____

STATE OF UTAH)
 :ss
COUNTY OF MORGAN)

On this _____ day of _____, 2022, personally appeared before me REX HARDMAN who being by me duly sworn did say that he is the Vice Chair of NORTH MORGAN WATER USERS ASSOCIATION / NORTH SPRINGS IRRIGATION COMPANY and that NORTH MORGAN WATER USERS ASSOCIATION / NORTH SPRINGS IRRIGATION COMPANY is the legal property owner of record of the property subject to this Land Purchase Agreement and that the foregoing Land Purchase Agreement was signed in behalf of said NORTH MORGAN WATER USERS ASSOCIATION / NORTH SPRINGS IRRIGATION COMPANY and he acknowledged to me that said NORTH MORGAN WATER USERS ASSOCIATION / NORTH SPRINGS IRRIGATION COMPANY executed the same.

Notary Public

EXHIBIT "A"

PARCEL NO. 00-0004-4089 / SERIAL NO. 04-335-008-NA - .06 ACRES (RESIDENTIAL LAND)

BEG AT A PT WH BEARS N 2228.56 FT AND E 34.84 FT FRM MON C OF MCS; AND RUN TH S 46°44'58" E 135.66 FT; TH S 75°35'00" W SD.66 FT; TH N 46°45'07" W 122.17 FT TO HILL STREET; TH ALG THE E BDY LN OF SD ST. CONT 0.59 / 0.06 AC

PARCEL NO. 00-0004-4030 / SERIAL NO 04-335-001-NA – 1.86 ACRES (RESIDENTIAL LAND)

IN THE SW ¼ OF NE ¼ & SE ¼ OF NW ¼ SEC 25, T4N R2E SLB&M. BEG AT PT WH BEARS N 2129.7 FT & E 110.3 FT FROM MON. "C" MCS, & RUN TH N 75°35' E 343.3 FT; TH S 23°20' E 221.2 FT; TH S 51°40' W 248.8 FT; TH N 39°35' W 353.0 FT TO POB. CONT. 7.86 ACS. SURVEYED AS FENCED.

PARCEL NO. 00-0001-9115 / SERIAL NO. 01-004-388-NA – 6.44 ACRES (HILLSIDE LAND)

A PART OF SEC 25, T4N R2E SLM. BEG AT THE CENTER OF SEC 25, RUN TH N 39°0' W 394 FT; TH N 54°41' E 274 FT; TH N 70°4' E 225 FT; TH N 76°21' E 214 FT; TH N 87°47' E 808 FT M/L; TH S 49°0' W 405 FT; TH S 68°35' W 965 FT TO POB. BK R PG 430 CONT. 6.44 ACRES

ORDINANCE 22-10

AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.15 OF THE MORGAN CITY CODE BY AMENDING THE COST OF WATER USAGE THROUGH A FIRE HYDRANT METER OF THE CONSOLIDATED FEE SCHEDULE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 1. Repealer. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith, they are hereby repealed.

SECTION 2. Enactment. Title 1, Chapter 1.15 – Consolidated Fee Schedule of the Morgan City Code is hereby amended as set forth below:

. . .

WATER

. . .

FIRE HYDRANT METER		
Fire Hydrant Meter Deposit		\$1,600.00
Refundable Upon Meter Return Less Water Use Fee and Meter Rental Fee		
Set-Up Fee		\$50.00
Fire Hydrant Meter Rental Fee (Excluding Weekends and Holidays)		\$10.00 per day
Water Use Fee		~~\$4.00~~ 16.00 per 1,000 gallons
Long Term Use – Quarterly billings will be based on the current 2" monthly culinary water rate.		

. . . .

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4. **Effective Date.** This ordinance shall become effective November 15, 2022.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of November, 2022.

ATTEST:

STEVE GALE, Mayor

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 Gale	_____	_____
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ORDINANCE 22-11

ORDINANCE OF THE CITY OF MORGAN, UTAH, GRANTING TO QWEST CORPORATION d/b/a CENTURYLINK QC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR COMMUNICATIONS SYSTEM

An ordinance of Morgan City granting to Qwest Corporation d/b/a CenturyLink QC ("CENTURYLINK") and its affiliates a non-exclusive franchise to install, operate and maintain a communications system in, on, over, upon, along, and across the public rights of way of Morgan City, prescribing certain rights, duties, terms, and conditions with respect thereto and establishing an effective date.

WHEREAS, CENTURYLINK, has requested that the City grant it the right to install, operate, and maintain a communications system within the public ways of the City; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions.

NOW, THEREFORE, the City Council of Morgan, Utah ordains as follows:

Section 1. Definitions. For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- A. "*Affiliate*" means an entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.
- B. "*Communication(s) Service*" shall mean any communications services, communications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the City.
- C. "*Communication System*" or "*Facilities*" shall mean the Franchisee's fiber optic and/or copper cable system constructed and operated within the City's public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the City's public ways designed and constructed for the purpose of providing Communication Service.
- D. "*City*" means Morgan, State of Utah.
- E. "*FCC*" means the Federal Communications Commission or any successor governmental entity hereto.

F. "*Franchise*" shall mean the initial authorization, or renewal thereof granted by the City, through this ordinance or subsequently adopted ordinance, which authorizes construction and operation of the Franchisee's Communication System and associated Facilities for the purpose of offering Communications Service.

G. "*Franchisee*" means CENTURYLINK, a corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

H. "*Person*" means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. "*Public Way*" shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area which shall entitle the City and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle the City and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee's Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. "*Service Area*" means the present municipal boundaries of the City and shall include any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the City for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service.

Section 3. Construction Permits Required.

- A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the City presently existing or as amended from time to time.
- B. Franchisee will need approval, and individual permits with inspections for each project within the City.
- C. Unless otherwise provided in said permit, the Franchisee shall give the City at least forty-eight (48) hours' notice of the Franchisee's intent to commence work in the public ways. The Franchisee shall file plans or maps with the City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the City to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. The first term of this franchise shall be for a period of fifteen (15) years from the date of acceptance as set forth herein, and will continue thereafter on a year-to-year basis unless either party provides written notice to the other party one-hundred twenty (120) days' notice of its intent to renegotiate the terms and conditions of this Franchise. At the end of that term, additional terms and extensions will be negotiated upon terms and conditions deemed reasonable to both the City and the Franchisee.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the City. The City shall not permit any such future franchisee to physically interfere with the Franchisee's Facilities as permitted by the City, and installed by Franchisee consistent with City requirements. In the event that such physical interference or disruption occurs, the City's Engineer may assist the Franchisee and such subsequent franchisee in resolving the dispute. Further, this Franchise shall in no way prevent or prohibit the City from using any of its public ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this Franchise.

Section 7. Maps and Records. Upon request, the Franchisee shall provide the City with maps in a form that excludes details Grantee considers to be proprietary, a trade secret, or the disclosure of which would cause network security concerns. Any such maps shall be provided at no cost to the City and may include hard copies and digital copies in a reasonable format specified by the City Engineer.

Section 8. Work in Public Ways.

- A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties, to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Utah.
- B. The Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the public ways of the City in coordinating construction activities, which may include joint trenching projects if agreed to by Franchisee. Upon request in connection with a contemplated City project, the Franchisee shall provide the City with a schedule of its likely construction activities in, around, or that may affect the impacted public ways of the City. The Franchisee shall also meet with the City and other grantees, franchisees, permittees, and other users of the public ways of the City periodically as determined by the City but not more than annually to discuss and coordinate construction activities. The City Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the City.
- C. If either the City or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party

planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or materially increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety or commercial reasons or if their respective uses of the trench are incompatible.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways restore the surface of said public ways and any other City-owned property that may be disturbed by the work to at least the same condition the public way or City owned property was immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the City in accordance with the applicable ordinances of the City.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisee's Communication Facilities located in, above, upon or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City Offices are open for business.

Section 11. Relocation. In the event that at any time during the period of this franchise, the City shall lawfully elect to alter or change any street, alley, public utility easement, bridge, culvert or other public way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense in a timely manner; except that Franchisee shall, in all cases, have the right, in Franchisee's sole discretion, to abandon its Facilities in place, in lieu of relocation. If public funds are available, for such relocation pursuant to law, Franchisee shall not be required to pay the costs of such relocation.

In the event the City requests relocation efforts from the Franchisee for aesthetic purposes, the City agrees to pay all costs associated with relocation. Franchisee shall not be required to pay for the relocation of Franchisee's Facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is request solely for aesthetic purposes, in cases where the original location of the Franchisee Facilities was approved by the City through the permitting process.

Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than thirty (30) business days' advance notice to arrange for such temporary line changes.

Section 12. Trimming. Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of

such trees from coming into contact with Franchisee's Facilities. Franchisee shall, when practical, provide notice to the City and to any property owner before commencing such work. Franchisee shall not be required to provide notice in advance of such work in emergency conditions.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or City-owned property, the City Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, City-owned property, streets, utilities and public ways. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the City for the reasonable costs thereof.

Section 14. Non-Liability of City for Acts of Franchisee. The City shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the City and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the City by reason of the exercise or arising out of the implementations of this franchise.

Section 15. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the City for its inspection an insurance certificate covering the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

- A. Comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than (1) \$2,000,000.00 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.
- B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.
- C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 16. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the City within

ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the City.

Section 17. Modification. The City and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the City by ordinance and accepted by the Franchisee consistent with this section herein.

Section 18. Forfeiture and Revocation.

- A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the City ordinances.
- B. If the City has reason to believe that the Franchisee is in violation of this franchise or other provisions of the City ordinances, the following procedures shall be followed by the City:
 - (1) The City shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.
 - (2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the City or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, caused the delay.
 - (3) If said response does not cure the violation, the City may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after receipt of notice to Franchisee, Franchisee may deliver to the City a request for a hearing before the City Council. If no such request is received, the City may declare the franchise terminated for cause.
 - (4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the City's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the City Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the City Council does not grant any additional period, the City Council may, by resolution, declare the franchise to be terminated.

- (5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible or impracticable due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

Section 19. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public.

Section 20. Survival. All of the provisions, conditions and requirements of this Franchise shall be in addition to any and all other rights, privileges, obligations and liabilities the Franchisee may have at common law, by statute or by constitution. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 13 Dangerous Conditions; 14 Non-Liability of City for Acts of Franchisee; 15 Insurance; 16 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 21. Severability. If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise.

Section 22. Assignment. This Agreement may not be assigned or transferred without prior written notice to the City except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated entity or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the City: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or any portion thereof to another; or (3) offer to provide capacity or bandwidth in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

Section 23. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

City:

Morgan City
90 West Young Street
Morgan, Utah 84050
(801) 829-3461
Attn: City Council

Franchisee:

CenturyLink
1025 Eldorado Blvd, ROW
Bloomfield, CO 80021
Attn: National Infrastructure Services – Director

And

CenturyLink Law Department
931 14th Street
Denver, CO 80202
Attn: Network Legal Counsel

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 24. Entire Franchise. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the City and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the City nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

Section 25. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this franchise, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's fees.

Section 26. Governing Law/Venue. This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in Morgan County, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City, Utah.

Section 27. Acceptance. Within sixty (60) days after the passage and approval of this ordinance, this franchise shall be accepted by the Franchisee by its filing with the City Recorder an unconditional written acceptance thereof. Failure of the Franchisee to so accept this franchise within said period of time shall be deemed a rejection thereof and the rights and privileges herein granted shall after the expiration of the sixty (60) day period, absolutely cease unless the time period is extended by ordinance duly passed for that purpose.

Section 28. Effective Date. This ordinance, being an exercise of administrative power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title.

PASSED AND APPROVED this 8th day of November, 2022

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

Other business pertinent to the above appears in the minutes of the meeting. Upon motion duly made and carried, the meeting was adjourned.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

I, DENISE WOODS, hereby certify that I am the duly appointed, qualified and acting City Recorder of Morgan City, State of Utah;

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a meeting of the City Council, including an Ordinance adopted at said meeting held on _____, 2022, as said minutes and Ordinance are officially of record in my possession;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City, this _____ day of _____, 20__.

DENISE WOODS, City Recorder

