



Council Meeting

11-14-23

6:00 p.m.



**MORGAN CITY COUNCIL AGENDA
NOVEMBER 14, 2023 – 6:00 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 6:00 p.m. on November 14, 2023.

WORK MEETING – 6:00 P.M.

1. Discussion – Short- and Long-Term Rentals (Business License / Consolidated Fee Schedule / Ordinance).
2. Training – Gary Crane, City Attorney

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 Work Meeting Minutes – September 12, 2023;
 - B. City Council Meeting Minutes – September 12, 2023;
 - C. City Council Meeting Minutes – October 10, 2023; and
 - D. Warrants – (10/06/23 – 11/09/23)
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. Agreement for Annexation and Development of Land Between Morgan City and Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, Arlene S. Christensen, Trustee, and Deanne E. Johnson, Trustee; Property Located at Approximately 555 Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan Utah – Resolution 23-31
5. **PUBLIC HEARING**
 - A. Annexation of Property Located at Approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan, Utah and Contains Approximately 54.36 Acres – Ordinance 23-15
6. **ACTIVE AGENDA (Continued)**
 - B. Sunnyside Waste Coal Facility Project Firm Power Supply Agreement Transaction Schedule Between Morgan City and UAMPS; Ratifying Ty Bailey's, City Manager, Signature – Resolution 23-32
 - C. Amendment to Title I, Chapter 1.15 – Consolidated Fee Schedule, of the Morgan City Code by Amending the Business Licenses to Clarify Admin Fees, Cemetery Burial Fees, Transfer Fees for Grave Spaces, and Clarification of Utility Fees – Ordinance 23-13
 - D. Amendment to Title 10, Chapter 10.22, Section 10.22.050(F)(5) – Development Standards, of the Morgan City Code Regarding Access Points in the Sensitive Lands District Ordinance – Ordinance 23-14
7. **CITY REPORTS AND BUSINESS**
 - A. City Council
 - B. City Manager Updates
 - UAMPS
 - High Wind Resiliency Grant
 - Carbon Free Power Project
 - Internal Market
 - Generator Project – Notice to Proceed

- Cemetery
 - New Mowers Purchased
 - Water Pump
- Snowplow Truck
- Train Depot
- Remodel City Building – New Office
- Performance Reviews Completed
- Christmas Party – December 14th

8. CLOSED SESSION

- A. Strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state, if public discussion would:
- (i) disclose the appraisal or estimated value of the property under consideration; or
 - (ii) prevent the public body from completing the transaction on the best possible terms.

9. 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 morgancityut.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 9th day of November, 2023 at Morgan City Hall, on the Utah State Public Notice Website (<https://www.utah.gov/pmn>), at on the City's Website (<https://morgancityut.org>), and three public places within the City.
 - The 2023 meeting schedule was posted on the City's Website and Public Notice Website on December 19, 2022.
- /s/ Denise Woods, City Recorder

Item #1

Here is the information that was discussed at the combined meeting to include on transient rentals.

Following information and documentation should accompany the application at the time of application:

- a. Completed application
- b. Proof of Ownership for each rental
- c. Site plan for each rental, including the parking area
- d. Proof of valid insurance for each rental
- e. Proof of valid liability insurance for each:
 - i. Owner
 - ii. Property management company
 - iii. Contact person
- f. Floor plan
- g. Zone designation
- h. Copy of State Sales Tax collection and accounting numbers for each rental
- i. Name, address, and phone number for person/company managing the rental
- j. Each rental unit shall comply and cooperate with any fire, land use, code enforcement, building, health, or another inspection conducted by municipal officials, with or without notice. Each short-term rental unit shall be inspected by the building inspector and fire marshal during their initial application and yearly at the City's discretion.
- k. Signed acknowledgement on the application that the owner/management company, and/or owner's agent, if any, have read all of the City's regulations pertaining to the operation of a short-term rental.
- l. The owner and/or property management company signature(s) certifying the accuracy of the information submitted and agreeing to comply with all City regulations.

Criteria for a rental license:

1. Short-term rentals shall be allowed in any zones that allow residential use.
2. Declare type of rental: Long Term, Short Term, ADU, Bed & Breakfast, *Residential Hosting*
3. There shall be at least one parking space on the property for every four occupants as a condition of the license. Parking shall be based on the total number of occupants the rental allows for.
 - a. Absolutely no on-street parking allowed.
4. Occupancy will be based on the number of designated bedrooms with a limit of two occupants per bedroom plus two additional persons per residence up to a maximum overnight occupancy of 14-16 persons in any short term rental unit.
5. All activities on the property must be conducted in a manner that does not disturb the peace or violate Morgan City Code regulating nuisances. (*update code to address nuisances more appropriately)
6. Provide a copy of the rental agreement
 - a. No subletting allowed
 - b. State the time frames for rentals
 - c. Show that you are requiring guests to acknowledge the following of City Code/Ordinances
7. Require 2 garbage receptacles at the location of a rental to accommodate use.
8. Each rental location must maintain a managing entity within 30 minutes of the property that is available 24/7 to respond to complaints or issues related to the location. A phone number for management must be posted within each location and given to the City with the license application.
9. *A residential hosting location shall be managed by the resident owner and comply with City Codes/Ordinances.*
10. No rental unit shall be rented leased or registered to any person under the age of 18 years old.

Item #2

The following has been copied from Hurricane City's code addressing rental licensing. I have removed the portions that would not pertain to Morgan City (land use/planning portions) .. If you would like to review Hurricane's code in full here is the link to their website https://library.municode.com/ut/hurricane/codes/code_of_ordinances?nodeId=TIT3BULIRE_CH10TRLOFA. Since it was expressed that short term rentals would be regulated through code and business licensing, during my business license conference speaking to Hurricane they have a pretty solid code that has been updated multiple times to avoid loop holes, it is straightforward and easy to understand.

Please review to see if you want to include any of the following:

General development and maintenance standards.

A. Maintenance standards. Any property that contains a dwelling which is licensed as transient lodging facilities shall conform to the following standards:

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the area;
2. For short-term rentals, the use of a dwelling as a short-term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and
3. Each sleeping room must meet current international residential codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

B. Prevention of noise, nuisance, or trespass at short-term rentals. The owner of any short-term rental shall be responsible to ensure that guests or occupants do not:

1. Create noises that by reason of time, nature, intensity, or duration are out of character with noises customarily heard in the surrounding residential neighborhood.
2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.
3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.
4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.
5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

C. Required posting. The following information must be posted in a clear, concise, and unambiguous manner and in a conspicuous location inside any dwelling licensed as a short-term rental:

1. A copy of the short-term rental business license.
2. The name, address, and phone number of the owner or property manager.
3. The location of all fire extinguishers.
4. A list of all rules applicable for short-term rentals.
5. The maximum occupancy of the short-term rental and the maximum number of vehicles allowed.

D. *Miscellaneous rules and regulations.* The following rules and regulations shall apply to any property for which a transient lodging facilities license has been issued:

1. Outdoor pools, hot tubs, or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.
2. Maximum occupancy in any dwelling licensed as a short-term rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the Hurricane Valley Fire District, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.
3. The owner of any property containing a dwelling licensed as a short-term rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short-term rental property.
4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.
5. The requirements of this section shall be in effect throughout the time a short-term rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short-term rental.
6. An inspection of a short-term rental property for compliance with these regulations shall be performed prior to the issuance of a business license and shall be required each year before renewal of the business license. Additional inspections may be performed with 24-hour notice to the license holder/property manager if deemed necessary by the City.
7. The owner of any dwelling licensed as a short-term rental shall be required to collect and remit on a timely basis transient lodging taxes pursuant to Utah law.

Whole home vacation rentals and other short-term rental standards.

B. *Business license required.* No dwelling in any permitted zone shall be occupied or used as short-term rental until such time that the owner has obtained a business license issued in accordance with the provisions of this section.

C. *Conditions for issuance of a business license for a short-term rental.* Issuance of a short-term rental business license by the Business License Officer shall be subject to the following:

1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:
 - a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and
 - b. A valid state tax number for remittance of transient lodging taxes.

E. *Parking regulations.* The following parking regulations apply to property licensed as a whole home vacation rental:

1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street.
2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.
3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.
4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.
5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.
6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.
7. Owner shall supply a parking plan that complies with this section with the business license application.

Sec. 10-51-14. - Residential hosting facilities.

A. *Business license required.* No residential hosting facility shall be established unless:

1. A business license has been issued in accordance with the regulations in this Code;
2. Operation of a residential hosting facility without a current City business license is considered a violation and each day of operation shall be considered a separate offense.

B. *Development standards; residential hosting facilities.* The development standards set forth in this section shall apply to all residential hosting facilities.

1. *Location.* A residential hosting facility shall be located in a single-family residential structure deemed suitable for habitation.

2. *Number of accessory dwelling units (ADU).* Only one ADU may be used as a residential hosting facility on any one lot, as those terms are defined in title 10, chapter 3 and chapter 41 of this Code.

3. *Accessory dwelling units.* The use of an ADU for a residential hosting facility shall be governed by this chapter, chapter 10-41, and other applicable chapters.

4. *Guestrooms.* Rentable guestrooms shall be limited to not more than four bedrooms in the entirety of one ADU. The total number of occupants, including an owner, owner's family, and guests occupying the home at one time shall be no more than ten. Maximum occupancy must be posted in each rentable guestroom.

5. *Number of bookings.* No more than one booking is allowed and no more than one party may occupy any residential hosting facility at any one time.

6. *Current codes.* Guestrooms must meet current international residential codes for egress and be provided with smoke and CO2 detectors. A fire exiting route plan must be posted in each sleeping guestroom.

7. *Meals.* If meals are offered, meals shall be served only to overnight guests.

8. *Parking.* The following parking regulations apply to residential hosting facilities:

a. Two off-street parking spaces shall be provided for the owner.

b. One space shall be provided per guestroom.

c. Off-street parking shall be provided on the same lot as the residential hosting facility.

d. Tandem parking is permitted for one space only. Spaces that are located directly in front of the garage doors may not be counted as off-street parking.

e. Off-street parking may not be provided within the front yard setback other than the existing driveway.

f. No tenant, guest, or other person visiting a residential hosting facility shall park on a public street.

g. The number of vehicles permitted for the occupants of a residential hosting facility shall be restricted to the number of off-street parking spaces provided by the owner.

h. No tenant, guest, or other person visiting a residential hosting facility shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.

i. Owner shall supply a parking plan that complies with this section with the business license application.

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MINUTES OF MORGAN CITY COUNCIL WORK MEETING

SEPTEMBER 12, 2023; 6:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

Ty Bailey, City Manager; and Denise Woods, City Recorder

STAFF PRESENT ELECTRONICALLY:

Gary Crane, City Attorney

EXCUSED:

Jeff Wardell

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.

ITEMS FOR DISCUSSION

DISCUSSION – ANNEXATION PETITION FOR 54.36 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN, UTAH 84050, AS REQUESTED BY LISA C. PREECE

Ty Bailey, City Manager, informed the Council the City had received a Notice of Intent from Lisa C. Preece on behalf of herself and Shaun D. Preece, Waylon S. and Michaela Preece, Eugenia H. and Blake E. Rowser, Arlene S. Christensen, Trustee, and Deanne C. Johnson, Trustee, to annex 54.36 acres of property into the City's boundary. He explained where the properties to be annexed were located. He mentioned a previous agreement the City had with Arlene Christensen regarding a sewer easement which allowed for 5 sewer connections and annexation when requested. He said all the property owners had signed the petition for annexation. He explained this was not approving of the annexation, but only notifying the City of their intent. He said the County had sent out notices to property owners within 300 feet of the proposed property to be annexed.

Mayor asked if the road leading to the sewer lagoons would become a City road with annexation.

Gary Crane, City Attorney, clarified that if the description of the road wasn't included in the annexation petition the road would remain in the County.

Discussion regarding the dirt road from the freeway to the sewer lagoons. Gary mentioned the applicant could request for it to become a City road and the County also needed to sign off on it coming into the City.

Jake Young, City Planner, arrived at 6:14 p.m.

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Discussion regarding the current zoning of the property and possible zoning designations after annexed into the City.

Jake Young, City Planner, clarified the City would assign a zone to the property following the General Plan, but the land use would remain the same.

Gary stated if no zone designation was given to the property, it would automatically come into the City with the Agriculture zone designation. The petitioner would request the zoning designation and it would go through the Planning Commission for recommendation to the City Council.

Ty stated he didn't see an issue with this annexation, and it would solve the problem of extending services out of the City boundary. Currently, these lots have City water and electricity so by annexing they would have all City services. He mentioned curb, gutter, and sidewalk would be required at time of development.

Discussion regarding an annexation agreement requiring the property owners who were annexing agreeing to install the improvements across the front of their properties when the property develops.

Discussion and clarification of the annexation process moving forward. All affected entities were notified and if no protests are received then the annexation would move forward.

DISCUSSION – MIXED RESIDENTIAL OVERLAY (MRO) ZONE

Jake clarified the changes made to the draft ordinance since the last discussion. He stated the MRO was for variety of home choices and sizes and not for infill development. He said it could be part of a larger development and the minimum size was changed to 4 acres instead of 2.5 acres. He stated this change would allow for a more substantial project because the MRO would require an HOA and it would provide more homes within the HOA so they could survive, and the open space requirement would be more substantial. He said if it was more than 10 acres it would be a 4:1 ratio. He mentioned the base zones where the MRO would be allowed. He said when an application was made the developer could apply for a rezone and the MRO at the same time so the process would not be slowed down. He said the MRO would not be allowed in the commercial corridor (Commercial Street and State Street to Young Street). He explained an addition which required that 75% of the open space must be less than 10% slope and if part of the slope was greater than 10% they would be required to present a grading plan so it could be approved at the same time.

DISCUSSION – CONDITIONAL ACCEPTANCE – VALLEY VISTA PHASE 1 SUBDIVISION

Ty stated Valley Vista Phase 1 Subdivision was up Jenny Lane and all the improvements had been installed and inspected by the City Engineer and City Staff. He said Ben Slater, JA Jones & Associates, had provided a memorandum recommending conditional acceptance of Valley Vista Phase 1 Subdivision. He explained this would start the one-year guarantee period. He said an escrow had been set up in the amount of \$144,002.35 to cover the 10% guarantee amount and it would be held in escrow until final acceptance was granted.

DISCUSSION – STEEL SOLAR 1B PROJECT SECOND AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UAMPS

Ty explained UAMPS had already done Steel Solar 1A, which was the connection to the grid and the substation. He said the project had been renegotiated and one of the big benefits was that as part of the solar

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project UAMPS had secured approximately six acres to do battery storage. He said since they were doing a power purchase agreement with the solar company, UAMPS also had the option to install their own batteries and operate their batteries and discharge them at their leisure. He said the City had 50 kilowatts, which was a small commitment to the project. He said everyone was producing solar, but the need for it was during the evening when solar died down and everyone came home and turned on everything, but UAMPS would be able to put whatever battery capacity the City needed and discharge it later so UAMPS could still purchase the power at the rate of 32 cents when it was produced.

Discussion regarding transmission to all participants of the project and how it was billed.

Ty explained the City was a 5.5 megawatt system and in the near future we were going to be about 1.5 megawatt short of our needs and we would be buying out of the pool and sometimes that price could be quite high.

TRAINING – GARY CRANE, CITY ATTORNEY

No training was provided.

This meeting was adjourned at 6:57 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the November 14, 2023 meeting.

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MINUTES OF MORGAN CITY COUNCIL MEETING

SEPTEMBER 12, 2023; 7:03 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; and Denise Woods, City Recorder

STAFF PRESENT ELECTRONICALLY:

Gary Crane, City Attorney

EXCUSED:

Jeff Wardell

OTHERS PRESENT:

Matt Fry, Jake Young, CitiDesign, City Planner, Dan Aamodt, Tri-Utah, and Lisa and Shaun Preece

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 Richins

Vote was 4 ayes; Motion passed unanimously to approve the agenda; Councilmember Wardell was absent.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
City Council Meeting Minutes – July 11, 2023;
City Council Meeting Minutes – August 8, 2023; and
Warrants (08/18/23 to 09/08/23)

SECOND: Councilmember London

Vote was 4 ayes; The motion passed unanimously to approve the minutes as written and one set of warrants; Councilmember Wardell was absent.

CITIZEN COMMENTS

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No comments given.

VERBAL PRESENTATION

TRI-UTAH – DAN AAMODT

Dan Aamodt, Tri-Utah, explained he owned Tri-Utah, and they hosted an event each year which came through Morgan and finished in Morgan City called the East Canyon Triathlon. He said this event began in 2013 and this was their 10th Anniversary. He mentioned he also managed the Morgan Valley Marathon in June. He presented the Council a plaque and expressed his appreciation for allowing this event to be held in the wonderful City of Morgan Utah. He said they hosted seven triathlons throughout the State of Utah, and this was the participants favorite venue. He also complimented the City's staff and mentioned they may move this event to the Fairgrounds to accommodate the parking next year. He said the economic boost to Morgan with this event was approximately \$70,000.00, i.e., gas, food, hotel, etc., for Friday and Saturday.

INTRODUCTION – MATT FRY, PARKS AND CEMETERY MANAGER

Ty Bailey, City Manager, introduced Matt Fry as the new Parks and Cemetery Manager. He was learning very quickly, and he fits very well in this department.

Matt Fry introduced himself to the Council. He stated he grew up in Morgan, was raising his family here, and had a lot of pride in the community. He stated his goal was to meet and exceed the standard of Morgan. He was excited and grateful to be working for the City.

ACTIVE AGENDA

AMENDMENT TO TITLE 10, CHAPTER 10.04, SECTION 10.04.010; CHAPTER 10.12, SECTIONS 10.12.010 AND 10.12.040; AND ENACTING TITLE 10, CHAPTER 10.15 MIXED RESIDENTIAL OVERLAY (MRO) ZONE OF THE MORGAN CITY CODE – ORDINANCE 23-04

Mayor stated this item had been discussed at multiple public meetings, both by the City Council and Planning Commission, and has been reviewed by City Staff.

Jake Young, City Planner, explained this was a mixed residential overlay zone and it was a new planning and zoning tool. He stated it was an overlay zone and was not immediately applied to zoning. He explained the applicant wanting to rezone their property would go through a public hearing with the Planning Commission and they would recommend to the City Council their desire, either in favor or opposed, to the rezone. The City Council would have the final decision on the rezone. He stated the current draft stated the minimum acreage for this overlay zone was four acres and the maximum was ten acres. He said if the land went beyond the ten acres it would be a 4:1 ratio with three parts being in the base zoning and one part being in the overlay zone. He stated the purpose of this zone was to provide a variety of housing types, i.e., smaller homes, smaller lots, and attached houses in the form of townhomes. He said the overlay zone would have additional units and also additional design requirements, i.e., porches, garages needed to be done a certain way, a usable open space in terms of a pocket park, street trees and landscaping, and the architecture needed to be unique and a variety so there weren't any cookie-cutter developments.

Mayor stated it gave more flexibility for the City regarding design and planning. He stated this type of development could provide more attainable housing in the City.

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MOTION: Councilmember London moved to adopt and approve Ordinance 23-04 – An ordinance amending Title 10, Chapter 10.04, Section 10.04.010, Chapter 10.12, Sections 10.12.010 and 10.12.040 and enacting Title 10, Chapter 10.15 entitled Mixed Residential Overlay (MRO) Zone of the Morgan City Code; Providing for repealer; Providing for severability; and Providing for an immediate effective date; as recommended in the packet.

SECOND: Councilmember Alexander

Discussion on the Motion: Councilmember Alexander wanted on the record that this item had been discussed for over a year and there were multiple public meetings regarding this issue.

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

Vote was 3 ayes and 1 nay; Motion passed to adopt Ordinance 23-04 – An ordinance amending Title 10, Chapter 10.04, Section 10.04.010, Chapter 10.12, Sections 10.12.010 and 10.12.040 and enacting Title 10, Chapter 10.15 entitled Mixed Residential Overlay (MRO) Zone of the Morgan City Code; Providing for repealer; Providing for severability; and Providing for an immediate effective date; as recommended in the packet; Councilmember Wardell was absent.

CONSIDERATION TO ACCEPT ANNEXATION PETITION FOR 54.36 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 AND 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN, UTAH 84050, AS REQUESTED BY LISA C. PREECE

Mayor welcomed Lisa and Shaun Preece to the meeting. He explained the item was consideration of an annexation petition for 54.36 acres submitted by Lisa Preece.

Ty stated this item was discussed during the work session and the Council was informed of the intent to annex from Lisa Preece. He mentioned the prior agreement regarding the sewer easement on Arlene Christensen's property which allowed five connections and also annexation. He said Staff didn't have any concerns regarding the annexation because water and power service was already offered to the properties. He explained tonight the Council will make the decision to accept or deny the petition and to pursue the annexation process so that it can be presented to the Planning Commission for a public hearing regarding the zoning designation.

Jake said the Planning Commission would discuss the proposed petition next week and then there would be a public hearing at the following Planning Commission meeting to determine the zoning which would be applied to each of the properties.

Discussion regarding the process and the dates of the meetings and public hearings. (City Council public hearing, which will be opened and then postponed until October 24th, Planning Commission public hearing, October 17th to recommend zoning designation, and final City Council public hearing October 24th to approve annexation)

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MOTION: Councilmember London moved to accept the petition to annex 54.36 acres of property located at approximately 555 West Old Highway Road, 936 and 1075 North 700 East, and 1050 North 600 West, Morgan, Utah 84050, as requested by Lisa C. Preece.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

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

Vote was 4 ayes; Motion passed unanimously to accept the petition to annex 54.36 acres of property located at approximately 555 West Old Highway Road, 936 and 1075 North 700 East, and 1050 North 600 West, Morgan, Utah 84050, as requested by Lisa C. Preece; Councilmember Wardell was absent.

Jake asked for clarification regarding the notification process to surrounding property owners.

Gary asked if the Council would like an annexation agreement drafted to cover the properties which would be developed in the future and reserve the right to request the existing properties also put in improvement at that time.

Ty stated Staff would begin working on the agreement.

Mayor expressed appreciation to the Preece's for their patience through this process.

CONDITIONAL ACCEPTANCE – VALLEY VISTA ESTATES PHASE 1 SUBDIVISION

Ty stated the improvements had been inspected in the Valley Vista Estates Phase 1 Subdivision and the developer had requested conditional acceptance. He said the City had received a memorandum from Ben Slater, JA Jones & Associates, recommending conditional acceptance and to begin the one-year guarantee period. He said the developer was required to set up an escrow account in the amount of \$144,022.35 to cover the 10% guarantee amount.

MOTION: Councilmember Alexander moved to grant conditional acceptance of the Valley Vista Estates Phase 1 Subdivision with a condition an escrow is set up in the amount of \$144,022.35 to cover the 10% guarantee amount.

SECOND: Councilmember Turner

Discussion on the Motion: No discussion.

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

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Vote was 4 ayes; Motion passed unanimously to grant conditional acceptance of the Valley Vista Estates Phase 1 Subdivision with a condition an escrow is set up in the amount of \$144,022.35 to cover the 10% guarantee amount; Councilmember Wardell was absent.

Jake Young left the meeting at 7:42 p.m.

CONSIDER PROVIDING ASSISTANCE TO THE MORGAN COUNTY FOOD PANTRY

Mayor explained the Food Pantry was no longer run by Grace Church and other contributors within the community had stepped in to help with costs. He said Ty had found some grants which would assist with the costs. He asked that this item be postponed at this time until a future date.

STEEL SOLAR 1B PROJECT SECOND AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UAMPS – RESOLUTION 23-30

Ty explained this item had been discussed at length during the work session.

Ty stated this was an amended agreement for a Steel Solar Project 1B which was a solar farm. He stated the City had already agreed to the first agreement but there had been some contract negotiations, so it needed to come back to the Council. He referenced the 'Talking Points' in the packet which outlined the changes made to the Second Amended PPA, terms of the arrangement, purpose of the Second Amended PPA, benefits to UAMPS, pricing, etc.

MOTION: Councilmember Alexander moved to adopt and approve Resolution 23-20 – A resolution authorizing the Steel Solar 1B Project Second Amended and Restated Transaction Schedule Under the Master Firm Power Supply Agreement With Utah Associated Municipal Power Systems; and related matters.

SECOND: Councilmember Turner

Discussion on the Motion: No discussion.

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

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 23-20 – A resolution authorizing the Steel Solar 1B Project Second Amended and Restated Transaction Schedule Under the Master Firm Power Supply Agreement With Utah Associated Municipal Power Systems; and related matters; Councilmember Wardell was absent.

CITY REPORTS

CITY COUNCIL

Councilmember London said Wasatch Integrated Waste Management District, which the City was a part of regarding collection of garbage within the City, passed an ordinance mandating that Morgan City, Morgan

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County, Davis County, and cities within Davis County have a blue recycling can at every residence. He explained the Material Recovery Facility (MRF) was built and the idea was that whatever was dumped into your black can would be sent to the MRF and gone through, i.e., people would pull out all the recyclables, but it turned out to be extremely expensive, labor intensive, and not as efficient as was hoped (only collected approximately 10% of the recyclables). He said this 'Single Stream Recycling' requiring every residence to have a blue recycling can would be more efficient but would be a cost to our citizens. He said the can would be picked up every other week. He said he wasn't sure if the new blue can would be provided by Wasatch Integrated or if the City would need to purchase the cans.

CITY MANAGER

PROJECT UPDATES

City Hall Natural Gas Generators – Ty updated the Council regarding this project. He said the lines were being installed. He said the pricing the City received from Wheeler Cat came with hookup and installation.

Spatial Generations – Ty expressed appreciation to Laurie Moore and her work in getting the program 'Spatial Generations' up on the City's website. He explained it was GIS based so someone could pull up either of the cemeteries and see each of the plots and you could search by name to locate where someone was buried.

This meeting was adjourned at 8:11 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the November 14, 2023 meeting.

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MINUTES OF MORGAN CITY COUNCIL MEETING

OCTOBER 10, 2023; 7:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

Mayor Steve Gale, Tony London, Jeff Wardell, and
Dave Alexander

STAFF PRESENT IN-PERSON:

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

EXCUSED:

Eric Turner and Jeffery Richins

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 – <https://morgancityut.org>.

This meeting was called to order by Mayor Steve Gale.

The pledge of allegiance was led by Councilmember Alexander.

The opening ceremony was presented by Councilmember London.

APPROVAL OF MEETING AGENDA

MOTION: Councilmember London moved to approve the agenda.

SECOND: Councilmember Wardell

Vote was 3 ayes; Motion passed unanimously to approve the agenda; Councilmember Turner and Councilmember Richins were absent.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
City Council and Planning Commission JOINT Work Meeting Minutes –August
22, 2023;
City Council Meeting Minutes – August 22, 2023; and
Warrants (09/08/23 – 10/06/23)

SECOND: Councilmember London

Vote was 3 ayes; The motion passed unanimously to approve the minutes as written and one set of warrants; Councilmember Turner and Councilmember Richins were absent.

CITIZEN COMMENTS

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No comments given.

ACTIVE AGENDA

CERTIFICATION OF ANNEXATION PETITION FOR 54.36 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN, UTAH 84050 AS REQUESTED BY LISA C. PREECE

Councilmember London referred to the City Engineer's Memorandum regarding the annexation which was in the packet. He read bullet point number 4 which stated:

The County may want the City to annex the road east of I-84 (1100North). This road needs significant repairs. It may need complete reconstruction. That could be a burden if owned by the City.

Councilmember London asked if the City would inherit the road along with this annexation.

Ty, City Manager, said yes, but any improvements to the road would be completed at the time of development, i.e., curb, gutter, sidewalk, and widened to meet City standards. He explained the City was currently contributing to the maintenance of the road since the City used it to access the Sewer Lagoons.

Gary Crane, City Attorney, stated the City could require the developer to improve the road if they wanted to develop the property. He stated it was a large parcel of property and the improvements needed to be adequate to service the annexed property. He said it would be an exaction appropriate for that size of development.

Ty stated the City could ask for the road as part of the annexation but without a plan for development of the property the City wouldn't know the design of the road, i.e., entrances, stub outs, curb, gutter, sidewalk, and storm drain. He explained the improvements would be for half the road, whichever side developed, and the most appropriate time to require those improvements would be at the time of development.

Gary said usually with an annexation there is a rezone and a subdivision which was proposed in conjunction with the annexation, but in this case, there was a contractual commitment to annex properties with their existing homes. He said to impose the exaction on the property owners without any development would be excessive. He explained as long as it is a government purpose, and the improvements were needed due to the impact of a subdivision and there was a rough proportionality between the impact being caused the City was within it's right to require the developer to install the improvements.

Ty explained the City's sewer main was located at the bottom corner of the property on 1100 North, North of I-84 and the railroad, and the water line, which serviced the homes listed in the annexation petition, was located on 700 East and it was repaired approximately three years ago.

Councilmember London referred again to the City Engineer's Memorandum which stated it may be necessary for a building permit for new construction or substantial renovation. He asked if the City would require the payment of impact fees and connections fees for the new home.

Ty stated depending on the development the property owner may be required to upsize their own water main. He stated the proposal was to bring the sewer main up to the homes and there was a current water main which could be extended down into the properties. He said once the property owners had brought the

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sewer main up to their properties, the City would provide five connections. He explained once the properties were annexed into the City boundary, they wouldn't be allowed to have a septic tank because the parcel wouldn't be more than one and a half acres. He suggested the annexation agreement clarify all of the issues regarding the annexation and also any subdivision approval of the properties.

Gary explained the meeting tonight was the second step in the annexation process where the City Recorder would certify to the Council that the signatures on the annexation plat were correct and they were the proper property owners. He stated the next step would be the zoning designation through the Planning Commission, then there would be a public hearing before the City Council for the annexation and approval of the annexation agreement which would outline the issues discussed.

Ty explained the other three issues noted on the City Engineer's Memorandum:

- There was no storm water utility line to serve the property and future development would need to provide a storm water outfall to the Weber River. This was a future development concern and not an annexation concern.
- Development of the area adjacent to the Weber River would be subject to the City's floodplain ordinance. The floodplain and floodway only affect a small portion of the proposed annexation property.
- Part of the annexation property was between the railroad tracks and the Weber River and didn't have public access. Development of this property would need to extend new roadways to provide access. The existing private farm-use access at the railroad tracks may have limited use depending on railroad policy. This issue will be discussed with future development.

Ty said the items listed in the Memorandum were for awareness for future development and the City's Development Standards would take care of those issues. He stated the issues regarding future development weren't concerns for the annexation.

Councilmember Alexander suggested including the City Engineer's concerns be addressed and outlined in the annexation agreement, so the property owners were aware of the concerns/issues for future development of the property.

MOTION: Councilmember London moved to approve the Certificate of Annexation for 54.36 acres of property located at approximately 555 West Old Highway Road, 936 North 700 West, 1075 North 700 West, and 1050 North 600 West, Morgan, Utah as requested by Lisa C. Preece.

SECOND: Councilmember Wardell

Discussion on the Motion: No discussion.

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

Vote was 3 ayes; Motion passed unanimously to approve the Certificate of Annexation for 54.36 acres of property located at approximately 555 West Old Highway Road, 936 North 700 West, 1075 North 700 West, and 1050 North 600 West, Morgan, Utah as requested by Lisa C. Preece Councilmember Turner and Councilmember Richins were absent.

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CITY REPORTS

CITY COUNCIL

Councilmember London complimented City Staff regarding the condition of the park and cemeteries. Discussed what was currently being done and the issue regarding the water pump at the South Cemetery.

Ty mentioned the City would be taking over maintenance of the Pheasant Run Pond and some work to be done around the new Young Street Bridge.

Gary Crane left the meeting at 7:39 p.m.

CITY MANAGER

PROJECT UPDATES

Turner Ditch Piping Project – Settlement Agreement – Ty stated the project had been bid out and the developer had created a bond for the project. The bid for the project was \$14,100.00. He stated the piping of the ditch was part of the Settlement Agreement.

Pheasant Run Subdivision – Ty explained the City had met with the developer of the Pheasant Run Subdivision and gone through the final punch list from the City Engineer. He said several items were discussed and when the developer came to the Council for conditional acceptance there were going to be a couple of items which will not be required until spring.

Personnel – Ty stated a new cleaning service for the building had been hired.

McDonalds – Ty reported on the grand opening/ribbon cutting for McDonalds.

StreetScan – Ty said they would begin scanning the City streets and sidewalks on the 16th. He said this would build a database of the conditions of our streets and sidewalks.

Young Street Bridge Bond – Ty explained the City would be drawing down approximately \$2.4 Million from the \$4 Million bond on the Young Street Bridge. He stated the money would be put in the Capital Project Fund and the County was working on an agreement through COG to pay \$1.25 Million of the bond payments.

Councilmember London mentioned the COG had recommended the agreement to the County and the County would vote on it at a County Commission meeting.

Commercial Street Trail – Ty stated the City still had \$78,000.00 in the grant for the trail in the spring and he was working on another trail grant for other trail improvements. He mentioned the School District would put in a trail when they installed the overflow parking lot. The trail/dirt path would connect back up to 100 South. From 100 South you could walk on that trail and get back to the ball games.

This meeting was adjourned at 7:58 p.m.

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Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the November 14, 2023 meeting.

RESOLUTION 23-31

A RESOLUTION ADOPTING AN AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN MORGAN CITY AND LISA C. AND SHAUN D. PREECE, WAYLON S. AND MICHAELA PREECE, BLAKE E. AND EUGENIA H. ROWSER, ARLENE S. CHRISTENSEN, TRUSTEE, AND DEANNE C. JOHNSON, TRUSTEE.

WHEREAS, Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, Arlene S. Christensen, Trustee and Deanne C. Johnson, Trustee (hereinafter "Property Owners") are annexing and developing certain property located at approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West (hereinafter "Annexation Area") in Morgan City; and

WHEREAS, Property Owners and Morgan City have entered into an agreement setting forth the responsibilities of both parties related to the annexation, subdivision/plat amendment, permits, and inspections required pursuant to the Morgan Municipal Code, engineering Department, Planning Division, and Fire Department and all required setbacks and accessory uses requirements; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Morgan City to enter into this agreement to ensure that Annexation Area will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

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

1. That the agreement entitled "Agreement for Annexation and Development of Land" between Morgan City, Utah and Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, Arlene S. Christensen, Trustee and Deanne C. Johnson, Trustee, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.
3. That this Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of November, 2023.

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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AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN MORGAN CITY AND LISA C. AND SHAUN D. PREECE, WAYLON S. AND MICHAELA PREECE, EUGENIA H. AND BLAKE E. ROWSER, ARLENE S. CHRISTENSEN, TRUSTEE, AND DEANNE C. JOHNSON, TRUSTEE

THIS AGREEMENT for the annexation and development of land (hereinafter referred to as this "Agreement") is made and entered into this _____ day of November, 2023, between MORGAN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and property owners Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Eugenia H. and Blake E. Rowser, Arlene S. Christensen, Trustee, and Deanne C. Johnson, Trustee (hereinafter referred to as "Owners"). City and Owners collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, in furtherance of the objectives of the Morgan City General Plan, City has considered an application for an annexation of property into the City located at approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West in Morgan City (hereinafter referred to as the "Annexation Area"); and

WHEREAS, the total area proposed for annexation consists of approximately 54.36 acres, which is described and depicted on Exhibit "A" attached hereto (hereinafter Exhibit "A"); and

WHEREAS, the Owners requested the zoning designation of parcels 00-0001-9479 (Lisa C. and Shaun D. Preece), 00-0001-9461 (Waylon S. and Michaela Preece), 00-0001-9453 (Blake E. and Eugenia H. Rowser), and 00-0001-9487 (Arlene S. Christensen and Deanne C. Johnson, Trustees, of the Arlene S. Christensen Revocable Trust dated December 14, 2017) of the Annexation Area, as R-1-10 – Single Family Residential (hereinafter referred to as "Rezone Area"); and

WHEREAS, the Owners did not request a zone designation for the remaining property so at the Planning Commission meeting on October 17, 2023, the Planning Commission recommended the remaining parcels 00-0001-9438 and 01-0001-9495 (Arlene S. Christensen and Deanne C. Johnson, Trustees) of the Annexation Area, be zoned as A – Agricultural.

WHEREAS, Parties desire to enter into this Agreement to provide for annexation and development of the Annexation Area in a manner consistent with the overall objectives of the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to annex the Annexation Area and zone the Rezone Area subject to Owners agreeing to certain development limitations and undertakings described herein, which will provide protection for the Annexation Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City finds that entering into the Agreement with Owners is in the vital and best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 “Owners’ Undertakings” shall have the meaning set forth in Article III.
- 1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article IV.
- 1.3 “Effective Date” shall mean upon the execution of this Agreement by both Parties.

ARTICLE II CONDITIONS PRECEDENT

2.1 The following are conditions precedent to Owners’ obligations under this Agreement, including without limitation Owners’ Undertakings in Article IV: (a) City’s approval of this Agreement, including approvals of City Council, and full execution of this Agreement by City, (b) Recordation of the annexation plat for the Annexation Area. Once annexed, the City will act promptly to zone the Rezone Area R-1-10 (Single-family Residential) and the remaining parcels zoned A (Agriculture).

2.2 Owners agree to subdivide Parcel 00-0001-9479, owned by Lisa C. and Shaun D. Preece (Subdivided Parcel), into two lots through the Subdivision Application process, as outlined in Article III.

ARTICLE III OWNER’S UNDERTAKINGS AND RIGHTS

After the Effective Date Owners agree to the following:

3.1 **Sanitary Sewer Line. (timing?)** The Owners shall be required to install an 8 inch sanitary sewer line running north to south within the right of way to the west side of Subdivided Parcel or, if Owner is not able to obtain the right to locate the sewer line within the right of way, within a dedicated easement along the west side of the Subdivided Parcel, but within the location of a future right of way. The sewer line will run from 700 East to connect to the sewer line to the south of the UDOT and Railway right of way as shown in Exhibit “B-1” and Exhibit “B-2.” The remaining parcels shall be required to connect to sanitary sewer as they develop or if they are within 300 feet of a sanitary sewer line and pay the City sanitary sewer fee, as required by Morgan City Code.

3.2 **Subdivision/Plat Amendment.** The Owners of the Subdivided Parcel and each parcel subdivided in the future shall submit/resubmit a Subdivision Application that complies with the Morgan’s Municipal Code and Design and Development Standards. Owners shall also comply with Engineering Department, Planning Division, and Fire Department requirements.

3.3 **600 West North of the UDOT and Railroad Right of Way.** Owners understand that the construction of 600 West will be required (see Exhibit “B-1” and Exhibit “B-2”) in order to subdivide or develop any part of the agricultural parcel on the north side of the UDOT and Railroad right of way. By this annexation and zoning approval, the City is not guaranteeing in any way, access to the agricultural parcel. This shall be Owner’s responsibility to both provide, through providing for the use of the UDOT

right of way or the dedication right of way, a 60 foot right of way to access any new development on the agricultural parcel.

3.4 **600 West South of the UDOT and Railroad Right of Way.** Owners understand that obtaining and improving access and providing utilities to the agricultural parcel of property to the south of the UDOT and Railroad right of way will be entirely Owners responsibility. (See Exhibit "B-1" and Exhibit "B-2") Access to the property for development, must comply with all City ordinance and requirements.

3.5 **Storm Drain.** Owners are required to provide all storm drain facilities and lines, along with required easements or rights of way at the time of development approval, to accommodate future development.

3.6 **Engineer's Memorandum.** The City Engineer's Memorandum (See Exhibit "C") and the requirements contained therein, shall be incorporated herein by this reference as a part of this Agreement.

3.7 **New Homes on Lots Fronting on 700 East.** Any new home construction on lots subdivided after the Effective Date of this Agreement, must access and provide improvements on 700 East. Access onto 600 West may only occur if it is a dedicated right of way and the improvements required by the City are completed.

3.8 **Culinary, Secondary Water, and Irrigation Shares.** Owners shall be required to pay for and connect to secondary water when a secondary system becomes available. Irrigation water shares shall be provided to the City in an amount to offset the secondary water requirements for any subdivided parcels. All connections and fees, except those exempted by prior written agreement with the City, shall be paid by Owners.

3.2 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE IV CITY'S UNDERTAKINGS

4.1 City shall approve this Agreement (including approvals by the City Council) prior to its decision to annex the proposed Annexation Area.

4.2 After the annexation is complete and in accordance with Municipal Code, City Staff shall process the application for subdivision of Parcel 00-0001-9479, owned by Lisa C. and Shaun D. Preece. (Subdivision Parcel) The subdividing of the Subdivision Parcel shall comply with City standards, including but not limited to, the Morgan Municipal Code, Engineering Department, Planning Division, and Fire Department requirements/standards, including, but not limited to the following:

- a. Curb, gutter and sidewalk and an asphalt tie-in shall be completed along the frontage of 700 E.
- b. The new lot and the existing home shall be required to connect to Morgan City's sanitary sewer system and pay the sanitary sewer fee.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 **Issuance of Permits - Owners.** Owners, or its assignees, shall have the sole responsibility for obtaining all necessary approvals, permits and inspections in connection with Owners' Undertakings and shall make application and inspection requests for such directly to Morgan City and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owners' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits or inspections.

5.2 **Completion Date.** Owner shall, in good faith, reasonably pursue the completion of the subdivision outlined in Article II and IV.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the denial of any development approvals, building permits or the stop work order for any existing building permits, and hereby holds the City harmless for such denial or stop work.
- 6.1.3 Owners agree not to contest any action the City may take to revert the zoning back to the prior zoning on any property that has not been developed or completed before the breach.

6.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

ARTICLE VII GENERAL PROVISIONS

7.1 **Successors and Assigns of Owner.** This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in Ownership (successor or assign

of Owner) of all or any portion of the Subject Area. Upon approval of any assignment by City, or in the event Owner assign all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 **Context.** Where the context herein requires, unless clearly inappropriate, singular terms refer also to the plural number and vice versa, and all references to gender include both genders and the neuter.

7.3 **Notices.** All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owners:

Lisa C. and Shaun D. Preece
555 West Old Highway Road
Morgan, Utah 84050

Waylon S. and Michaela Preece
936 North 700 East
Morgan, Utah 84050

Blake E. and Eugenia H. Rowser
1075 North 700 East
Morgan, Utah

Arlene S. Christensen, Trustee
1050 North 600 West
Morgan, Utah 84050

Deanne C. Johnson, Trustee
1050 North 600 West
Morgan, Utah 84050

To City:

MORGAN CITY CORPORATION
90 West Young Street
Morgan, Utah 84050
Attn: Ty Bailey, City Manager
Telephone: (801) 829-3461
Email: tbailey@morgancityut.org

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.4 **Third Party Beneficiaries.** Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.5 **Governing Law.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.6 **Integration Clause.** This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

7.7 **Exhibit Incorporated.** The Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.8 **Attorney's Fees.** In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees.

7.9 **Termination.** Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.9.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.9.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.10 **Recordation.** The recordation of any documents or plats shall be as follows:

7.10.1. Notice of this Agreement will be recorded against the Subject Area in the Davis County Recorder's Office.

7.10.2. The Parties agree that the annexation plat will only be recorded with the Davis County Recorder's Office after all requirements have been met as outlined in Articles III and IV.

7.11 **Exhibit.** The following Exhibit is attached to and form a part of this Agreement:

Exhibit "A" - Description of Annexation Area

Exhibit "B" – Roads and Utilities

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

CITY SIGNATURE AND ACKNOWLEDGEMENT

MORGAN CITY CORPORATION

By: _____
STEVE GALE, Mayor

ATTEST:

By: _____
DENISE WOODS, City Recorder

APPROVED AS TO FORM:

GARY CRANE, City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 20____, personally appeared before me STEVE GALE who being duly sworn, did say that he is the Mayor of MORGAN CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his capacity as Mayor on behalf of the City for approval of the Agreement.

Notary Public

OWNERS SIGNATURE AND ACKNOWLEDGMENT

LISA C. PREECE

SHAUN D. PREECE

STATE OF UTAH)
 : ss.
COUNTY OF MORGANS)

On this ____ day of _____, 20____, personally appeared before me LISA C. PREECE and SHAUN D. PREECE, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

Notary Public

WAYLON S. PREECE

MICKAELA PREECE

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

On this ____ day of _____, 20____, personally appeared before me WAYLON S. PREECE and MICKAELA PREECE, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

Notary Public

BLAKE E. ROWSER

EUGENIA H. ROWSER

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

On this ____ day of _____, 20____, personally appeared before me BLAKE E. ROWSER and EUGENIA H. ROWSER, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

Notary Public


ARLENE S. CHRISTENSEN, TRUSTEE, of the Arlene S. Christensen Revocable Trust dated December 14, 2017

DEANNE C. JOHNSON, TRUSTEE, of the Arlene S. Christensen Revocable Trust dated December 14, 2017

STATE OF UTAH)
 : ss.
COUNTY OF MORGAN)

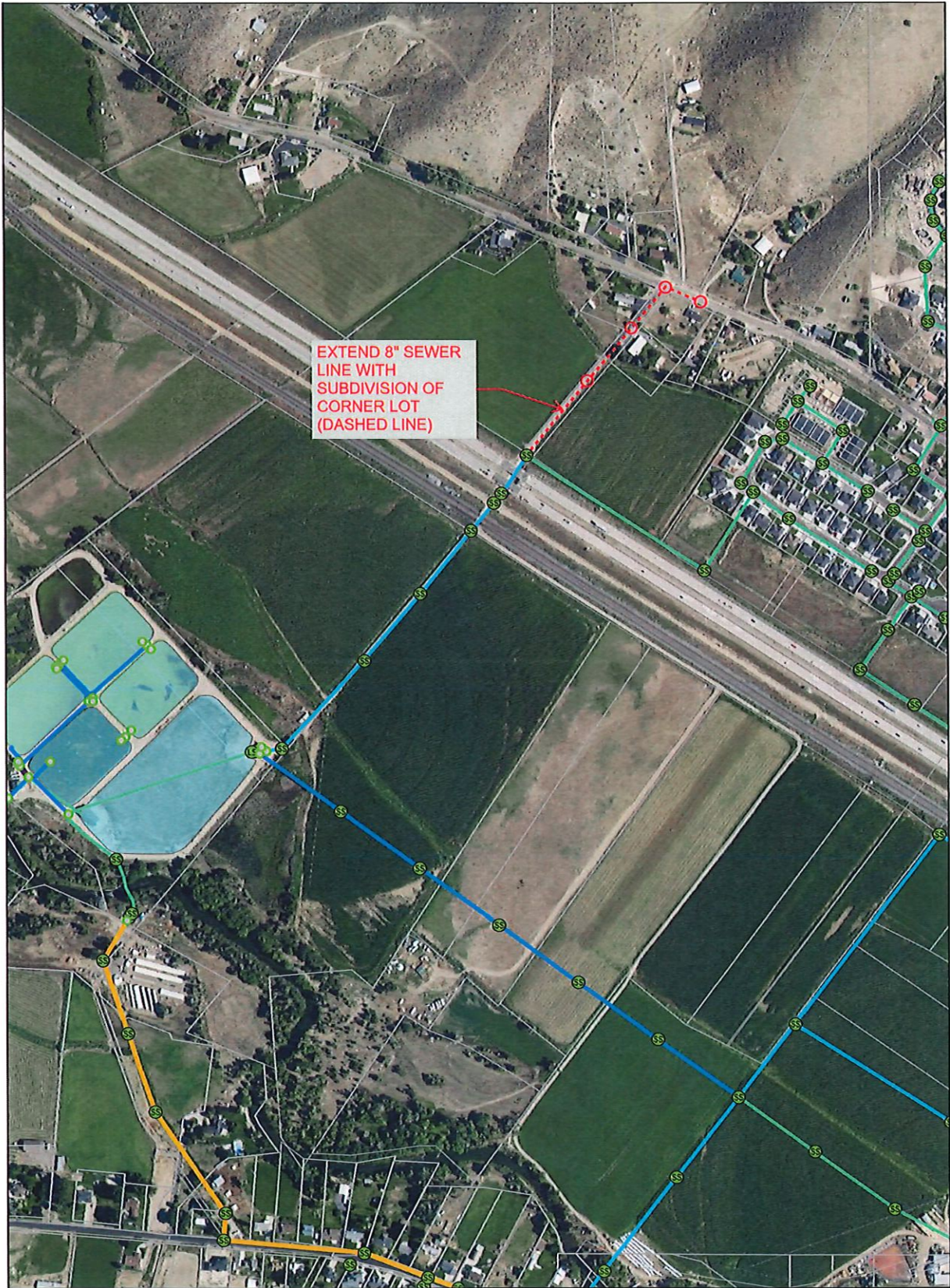
On this ____ day of _____, 20____, personally appeared before me ARLENE S. CHRISTENSEN and DEANNE C. JOHNSON, TRUSTEES of the Arlene S. Christensen Revocable Trust dated December 14, 2017, who being duly sworn, did say that they are the legal property owners of record of the property subject to this Agreement and that they have executed this Agreement with full authority to do so.

Notary Public



MOUNTAIN ENGINEERING
2750 W. OLD HIGHWAY ROAD
P. O. BOX 309
MORGAN, UTAH 84050
TEL (801) 876-3978 ext.28; mountainengineering@msn.com

EXHIBIT "B-1"
Morgan City Sanitary Sewer System



9/27/2023, 3:11:07 PM

- | | | | |
|--------------|-------|-----|---------|
| Parcels | Other | 8" | 72" |
| Structures | Pipes | 10" | Unknown |
| Manhole | 4" | 12" | Lagoons |
| Lift Station | 6" | 15" | |

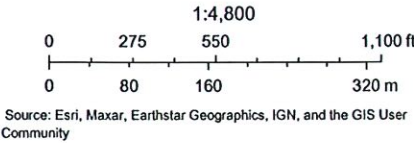
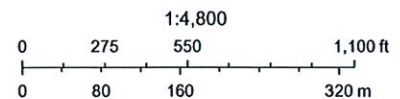
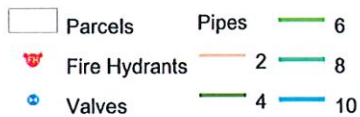


EXHIBIT "B-2"
Morgan City Culinary Water System



9/27/2023, 3:11:57 PM





CONSULTING ENGINEERS

MEMORANDUM

To: Ty Bailey, City Manager
Teresa Shope, Morgan City Planning Commission Secretary
Denise Woods, City Recorder
Jake Young, City Planner

From: Matthew Hartvigsen, P.E. – City Engineer *Matthew E. Hartvigsen*

RE: City Engineer's Review of the Proposed Preece Annexation

Date: September 27, 2023

Please consider the information below when deciding on annexation of the proposed properties.

Reasons in support of annexation:

- The properties are in the city's annexation policy.
- The existing dwellings have access to state or county roads.
- The city has capacity in the water and sewer utilities to serve the property under typical residential service demands. Estimated fire flow is 1600 gpm with 20 psi residual pressure at 700 East and 1100 North. Please verify electrical service capacity with the power department.
- In general, the properties do not appear to have significant detrimental conditions or hazards.

Concerns:

- There is not a storm water utility line to serve the property. However, the Weber River runs through the southern portion of the proposed annexation area. Future development would likely need to provide a storm water outfall to the Weber River.
- Development of the area adjacent to the Weber River will be subject to the city's floodplain ordinance. However, the floodplain and floodway only affect a small portion of the proposed annexation property.
- Part of the annexation property is between the railroad tracks and the Weber River. This does not have public access. Development of the property would need to extend new roadways to provide access. The existing private farm-use access at the railroad tracks may have limited use depending on railroad policy.
- The County may want the city to annex the road east of I-84 (1100 North). This road needs significant repairs. It may need complete reconstruction. That could be a burden if owned by the city.
- Future home/property improvements of annexed property may initiate a connection to city water and sewer utilities. For example, a connection to the sewer or water main may be necessary for a building permit for new construction or substantial renovation. Homeowners may hesitate to pay the impact and connection fees associated with these services.

Please let us know if you have further questions.

ORDINANCE 23-15

(Preece Annexation – 54.36 Acres Located at Approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West)

AN ORDINANCE DECLARING THE ANNEXATION OF REAL PROPERTY INTO MORGAN CITY. THE PROPERTY IS 54.36 ACRES IN AREA AND IS LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN CITY AND OWNED BY LISA C. AND SHAUN D. PREECE, WAYLON S. AND MICHAELA PREECE, BLAKE E. AND EUGENIA H. ROWSER, AND ARLENE S. CHRISTENSEN AND DEANNE C. JOHNSON, TRUSTEES.

WHEREAS, the City has identified certain properties within its Annexation Policy Plan, adopted on December 5, 2002, and the Annexation Declaration Map amended on February 21, 2012, as being appropriate for inclusion with the boundaries of the City; and

WHEREAS, Lisa C. and Shaun Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, and Arlene S. Christensen and Deanne C. Johnson, Trustees, of the Arlene S. Christensen Revocable Trust dated December 14, 2017 (hereinafter referred to as “Petitioners”), are requesting to have their property annexed into the corporate limits of Morgan City; and

WHEREAS, the Petitioners own the land petitioned to be annexed into the City; and

WHEREAS, the Petitioners have submitted a petition with an accurate plat or map of the real property to be annexed prepared under the supervision of a competent surveyor and certified by the surveyor; and

WHEREAS, the Morgan County Surveyor was notified and approved on October 16, 2023; and

WHEREAS, the properties proposed for annexation (hereinafter “Annexation Area”) are identified on the Annexation Plat, which is attached hereto and incorporated herein by this reference as Exhibit “A”; and

WHEREAS, the Morgan City Planning Commission has been notified of this annexation and has recommended the zoning designation of parcels 00-0001-9479 (Lisa C. and Shaun D. Preece), 00-0001-9461 (Waylon S. and Michaela Preece), 00-0001-9453 (Blake E. and Eugenia H. Rowser), and 00-0001-9487 (Arlene S. Christensen and Deanne C. Johnson, Trustees, of the Arlene S. Christensen Revocable Trust dated December 14, 2017) of the Annexation Area, as R-1-10 – Single Family Residential; and

WHEREAS, the Morgan City Planning Commission has been notified of this annexation petition and has recommended the zoning designation of the remaining parcels 00-0001-9438 and 01-0001-9495 (Arlene S. Christensen and Deanne C. Johnson, Trustees) of the Annexation Area, as A – Agricultural; and

WHEREAS, the Morgan City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein into the boundaries of Morgan City.

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

SECTION 1. Enactment. That the following real property is hereby annexed into Morgan City, and the Corporate limits of the City are hereby extended to include real property as described below.

PARCEL A

A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, WHICH BEARS NORTH (BASIS OF BEARING) 5321.86 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE NORTH 89°33'22" WEST 2636.61 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 00°21'33" WEST (RECORD: SOUTH) 1549.46 FEET;

THENCE SOUTH 89°38'27" EAST (RECORD: EAST) 240.57 FEET TO A POINT ON THE EAST LINE OF A 50 FOOT WIDE SERVICE ROAD, THE TRUE POINT OF BEGINNING;

THENCE NORTH 40°26'33" EAST 388.00 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF OLD HIGHWAY ROAD;

THENCE SOUTH 63°48'27" EAST 548.72 FEET;

THENCE SOUTH 33°21'33" WEST 981.55 FEET TO THE NORTHERLY LINE OF INTERSTATE 84;

THENCE NORTH 55°35'27" WEST 656.50 FEET ALONG SAID NORTHERLY LINE TO THE EAST LINE OF A 50 FOOT WIDE SERVICE ROAD;

THENCE NORTH 40°26'33" EAST 520.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 12.94 ACRES.

THE BASIS OF BEARING IS THE EAST LINE OF SECTION 26 CALLED: NORTH.

PARCEL B

A TRACT OF LAND SITUATED IN SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, WHICH BEARS NORTH (BASIS OF BEARING) 5321.86 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE NORTH 89°33'22" WEST 2636.61 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 00°21'33" WEST 2256.53 FEET;

THENCE WEST 359.52 FEET TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD DESCRIBED AS BEING 50 FEET DISTANT PERPENDICULAR FROM THE U.P.R.R. WEST BOUND MAIN LINE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 57°09'58" EAST 706.27 FEET ALONG SAID SOUTH LINE;

THENCE SOUTH 33°21'02" WEST 1853.64 FEET;

THENCE NORTH 49°46'27" WEST 119.97 FEET;

THENCE SOUTH 85°21'02" WEST 350.00 FEET TO THE CENTERLINE OF THE WEBER RIVER;
THENCE SOUTH 03°38'58" EAST 390.00 FEET ALONG SAID CENTERLINE;
THENCE NORTH 67°38'58" WEST 406.00 FEET LEAVING SAID RIVER;
THENCE NORTH 40°21'02" EAST 284.00 FEET;
THENCE NORTH 60°38'58" WEST 455.00 FEET;
THENCE NORTH 40°26'02" EAST 2204.00 FEET ALONG A FENCE TO THE POINT OF BEGINNING;

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 41.42 ACRES.

THE BASIS OF BEARING IS THE EAST LINE OF SECTION 26 CALLED: NORTH.

54.36 TOTAL ACRES

SECTION 2. ZONING DESIGNATION: Parcel Nos. 00-0001-9479 (Lisa C. and Shaun D. Preece), 00-0001-9461 (Waylon S and Michaela Preece), 00-0001-9453 (Blake E. and Eugenia H. Rowser), and 00-0001-9487 (Arlene S. Christensen and Deanne C. Johnson, Trustees, being annexed is zoned R-1-10 (Single-family Residential) and the remaining properties, Parcel Nos. 00-0001-9438 and 01-0001-9495 (Arlene S. Christensen and Deanne C. Johnson, Trustees) will be zoned A (Agricultural).

SECTION 3. Effective Date. This ordinance shall take effect upon the recording of the Annexation plat.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of November, 2023.

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 ___ ___

SEE PAGE 2

MORGAN CITY ATTORNEY
APPROVED AS TO FORM
STATE NOT _____ DAY OF _____

7. the Morgan County Surveyor, have determined that this plot meets the requirements of Utah Code §17-13-20 (4), and I approve this plot as a final local entity plot."

Dated this 17 day of October, 2022

MORGAN COUNTY SURVEYOR

CHECKLIST OF SURVEY

1. JESS M. McLEOD, a registered professional land surveyor, Chapter 22, Professional Engineers and Professional Surveyors, State of Oregon, has been duly sworn and certified that it is a complete and accurate representation of the City of Morgan, Morgan Family Unit, as so known to the City and Morgan Family Unit.

holding license No. 4504857 under
 Grant Surveys Licensing Co. (4)
 of the property to be entered
 as: Amusement Dist. of Christiansburg

MORGAN COUNTY RECORDER

PT. and _____
 FILED for RECORD and RETURN

IN BOOK _____ AT _____
 OFFICE REC'D _____
 RECORDED FOR _____

**ANNEXATION
OF CHRIST**

A PART OF SECTION
SALT LAKE BASE
MORGAN CITY, MO

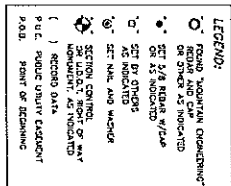
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ANNEXATION PLAT

OF CHRISTIAN FREEDOM AND POWER PARCELS

SOUND THIS DAY OF _____, 2023.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN



MORGAN COUNTY RECORDER

CARRY IN ACCOUNTS SET #40

FILED FOR RECORD AND RETURNED

RECORDED FOR

IN BOOK _____ PAGE _____ OF _____

OFFICIAL RECORDS

RECORDED FOR

MORGAN COUNTY RECORDER

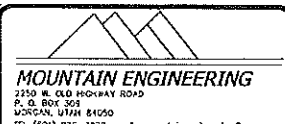
BY _____ COUNTY

A PART OF SECTION 26, T4N, R2E
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
MORGAN CITY, MORGAN COUNTY, UTAH
FOR
LISA FREECE, 1050 N 600 W, MORGAN, UTAH

479 25
479 25-85



REVISING		
DATE	BY	COMMENTS
08/23	JWH	REVISED PER COUNTY RECORDER
08/23	JWH	REVISED PER LOS ANGELES CITY
10/23	NI	REVISED PER COUNTY SHERIFF



RESOLUTION 23-32

A RESOLUTION AUTHORIZING THE SUNNYSIDE WASTE COAL FACILITY PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RATIFYING THE EXECUTION OF THE TRANSACTION SCHEDULE BY TY BAILEY, CITY MANAGER.

WHEREAS, Morgan City (hereinafter the "City") owns and operates a utility system for the provision of electric energy to its residents and others; and

WHEREAS, the City is a member of Utah Associated Municipal Power Systems (hereinafter "UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended; and

WHEREAS, the City desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources; and

WHEREAS, the City previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow UAMPS entering into various transactions for the purchase and sale of Firm supplies of electric power and energy; and

WHEREAS, UAMPS has investigated the Sunnyside Waste Coal Facility Project and on October 27, 2023 UAMPS executed the Power Purchase Agreement (hereinafter "PPA") between the Sunnyside Waste Heat Resource, which will become effective on November 1, 2023 and expire on December 31, 2026; and

WHEREAS, upon expiration of the initial term, the PPA shall automatically renew for a period of two years unless either party notifies the other in writing, not less than ninety (90) days prior to the expiration of the initial term of its intention not to renew; and

WHEREAS, UAMPS will schedule all energy output pursuant to the terms and conditions of the Power Purchase Agreement and will deliver to the City its entitlement share of the Sunnyside Waste Heat Facility Resource as outlined in the Transaction Schedule, attached hereto and incorporated herein by this reference; and

WHEREAS, Ty Bailey, City Manager, recognizing the importance of executing the Transaction Schedule, has, subject to ratification by the City Council, signed the Transaction Schedule on behalf of the City; 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 Sunnyside Waste Coal Facility Project Transaction Schedule and

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

1. That the Sunnyside Waste Coal Facility Project Firm Power Supply Agreement Transaction Schedule, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Council hereby ratifies the authority of Ty Bailey, City Manager, to execute the Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 14th day of November, 2023.

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	_____	_____
------------	-------	-------

**SUNNYSIDE WASTE COAL FACILITY PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provides for the following transactions. The parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER:	Morgan City
ENTITLEMENT SHARE:	1.7036% of the contract amount of 29 MW
SUPPLIER:	Sunnyside Cogeneration Associates (the "Sunnyside Waste Heat Facility Project")
TERM:	The Power Purchase Agreement executed October 27, 2023 between Sunnyside Cogeneration Associates and UAMPS for the Sunnyside Waste Heat Resource ("PPA") will become effective on November 1, 2023 and expire on December 31, 2026 (the "Initial Term"). Upon expiration of the Initial Term, the PPA shall automatically renew for a period of two years unless either Party notifies the other in writing not less than ninety (90) days prior to the expiration of the Initial Term of its intention not to renew.
PRICE:	\$71.25 per MWh
OTHER PROVISIONS:	
<i>Energy:</i>	UAMPS will schedule all energy output pursuant to the terms and conditions of the Power Purchase Agreement and will deliver to the Purchaser its Entitlement Share of the Sunnyside Waste Heat Facility Resource.
<i>Accommodations:</i>	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.
<i>Administration:</i>	UAMPS will charge, and Purchaser will pay the scheduling fee and reserve charge as adopted by the UAMPS Board of Directors from time to time.
<i>Other:</i>	Any costs incurred by Seller due solely to this Transaction Schedule, including but not limited to power purchase costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Buyer(s) invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this 30 day of Oct, 2023.

MORGAN CITY

By: 
Member Representative

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

BY: 
Managing Director of Corporate & Member Relations

ORDINANCE 23-13

AN ORDINANCE AMENDING TITLE 1, CHAPTER 1.15 OF THE MORGAN CITY CODE BY AMENDING BUSINESS LICENSES TO CLARIFY ADMIN FEES, CEMETERY BURIAL FEES AND TRANSFER FEES FOR GRAVE SPACES, AND CLARIFICATION OF UTILITY FEES OF THE CONSOLIDATED FEE SCHEDULE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Morgan City (hereinafter the "City") is a public subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

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 regarding burial fees; and

WHEREAS, after careful consideration and review, the Council has determined that the amended fees 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:

. . .

BUSINESS LICENSE

CATEGORY		BASE FEE	BUILDING INSPECTION FEE (IF REQUIRED)	FIRE INSPECTION FEE (IF REQUIRED)
GENERAL (Plus \$5 Employment Fee for Each Full-Time Employee Excluding Owners and Family)		\$50.00	\$25.00	\$50.00
HOME OCCUPATION (Doesn't Include Application Fee)				
	High Impact	\$25.00 (Admin Fee)	\$25.00	\$50.00
	Low Impact	\$0.00	\$0.00	\$0.00
	Low Impact – Business License if Requested	\$25.00 (Admin Fee)		
MOTEL / HOTEL		\$50.00	\$25.00	\$50.00

BED / BREAKFAST (1-4 UNITS) \$8.00 Each Additional Unit			
APARTMENTS (Excluding 2 or Less)		\$10.00 / Unit	\$25.00
TRAILER COURTS		\$10.00 / Trailer	\$2500
STORAGE UNITS		\$50.00	\$25.00
AMUSEMENT MACHINES		\$5.00 / Machine	
PEDDLERS / SOLICITORS			
	Application Fee	\$25.00 per applicant	
	One Year	\$75.00 / Year	
TEMPORARY (Single Individual)		\$25.00 per season	\$12.00
SPECIAL EVENT – SINGLE EVENT		\$50.00 plus \$10.00 per vendor	\$25.00
ALCOHOL LICENSE			
	Class A (Sale of Beer Only)	\$125.00	
	Class B (Sale & Consumption)	\$200.00	
	Package Store	\$125.00	
LATE PAYMENT		25% added to fee if not received by January 31 st . 1.50% for each month not paid.	

CEMETERY

SERVICE		FEE
LAND PURCHASE		
	City Resident	\$200.00
	County Resident	\$450.00
	Non-Resident	\$900.00
PERPETUAL CARE (Monthly Payment are Optional)		
	City Resident	\$300.00
	County Resident	\$550.00
	Non-Resident	\$1,000.00
BURIAL FEES		
	City Resident	
	Adult / Weekday	\$450.00
	Adult / Weekend**	\$650.00
	Child (junior vault) / Weekday	\$400.00
	Child (junior vault) / Weekend **	\$450.00
	If funeral procession reaches the cemetery at 2:00 pm or later an additional Burial Fee	
	Baby (small infant vault) / Urn – Weekday	\$150.00 \$250.00
	Baby (small infant vault) / Urn – Weekend**	\$200.00 \$300.00

		If funeral procession reaches the cemetery at 2:00 pm or later an additional \$50.00 \$150.00 Burial Fee
	County / Non-Resident	
	Adult / Weekday	\$650.00
	Adult / Weekend**	\$900.00
	Child (junior vault) / Weekday	\$550.00
	Child (junior vault) / Weekend **	\$600.00
		If funeral procession reaches the cemetery at 2:00 pm or later an additional \$100.00 \$200.00 Burial Fee
	Baby (small infant vault) / Urn – Weekday	\$250.00 \$350.00
	Baby (small infant vault) / Urn – Weekend**	\$300.00 \$400.00
		If funeral procession reaches the cemetery at 2:00 pm or later an additional \$50.00 \$150.00 Burial Fee
	** Weekend includes, Saturday and Sunday along with any designated City holidays.	
	DISINTERMENT – During Weekdays Only	
	Adult	\$800.00 \$3,000.00
	Baby (small infant vault) / Urn	\$300.00 \$500.00
	TRANSFER	
		\$50.00 per name grave space

...

UTILITY FEES

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

....

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 immediately upon posting.

PASSED AND ADOPTED by the City Council of Morgan, Utah, on the 14th day of November, 2023.

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	_____	_____
------------	-------	-------

ORDINANCE 23-14

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.22, SECTION 10.22.050(F)(5) OF THE MORGAN CITY CODE REGARDING ACCESS POINTS IN THE SENSITIVE LANDS DISTRICT ORDINANCE; REGARDING SENSITIVE LANDS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Commission of Morgan City has recommended an amendment to the Sensitive Lands District Ordinance Section 10.22.050 to clarify that developments with greater than twenty (20) residential dwelling units of all types are required to have double access points; and

WHEREAS, the City Council of Morgan City deems it to be in the best interest of the citizens of Morgan City to amend this ordinance for public safety.

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 10, Chapter 10.22, Section 10.22.050(F)(5) of the Morgan City Code is hereby amended to read as follows:

10.22.050 DEVELOPMENT STANDARDS

. . .

F. Streets and Ways:

. . .

5. Points of access shall be provided to all developed and nondeveloped acres for emergency and firefighting equipment. Double access points shall be encouraged for all developments and shall be required for developments in excess of twenty (20) lotsdwelling units, including all types of residential dwelling units or lots.

. . . .

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 immediately upon posting.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 24th day of October, 2023.

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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