



Council Meeting

04-23-24

6:00 p.m.



MORGAN CITY COUNCIL AGENDA

APRIL 23, 2024 – 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 April 23, 2024. The public meeting will be live streamed on YouTube and a recording available on <https://morgancityut.org/meetings>.

WORK MEETING – 6:00 P.M.

1. Personnel Policy Handbook Review
2. Resolution Authorizing a Tax Certificate and Agreement for UAMPS' Firm Power Supply Project; and Related Matters – Resolution 24-14
3. Resolution Regarding Inter-Local Agency Agreement for the Morgan County Rural Planning Organization – Resolution 24-15
4. Amendment to Title 8, Chapter 8.08 – Backflow and Cross Connections of the Morgan City Code – Ordinance 24-06
5. 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. Minutes of the City Council Work Meeting – March 12, 2024;
 - B. Minutes of the City Council Meeting – March 12, 2024;
 - C. Minutes of the City Council Work Meeting – March 26, 2024;
 - D. Minutes of the City Council Meeting – March 26, 2024;
 - E. Minutes of the City Council Work Meeting – April 9, 2024; and
 - F. Warrants – (03/22/24 – 04/19/24)
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. **VERBAL PRESENTATIONS**
 - A. Participation in the 2024 Morgan High Cheerleader Flag Fundraising Program – Brynlee Whimpey and Capri Crowther, Representatives of the Morgan High School Cheerleaders
 - B. 2024 Senior Class Project – Lainey Hanson, Senior Class Officer
5. **ACTIVE AGENDA**
 - A. Review / Action – 2024 Morgan High Cheerleader Flag Fundraising Program
 - B. Review / Action – 2024 Senior Class Project
 - C. Review / Action – Adoption of Amendment to Title 8, Chapter 8.08 – Backflow and Cross Connections of the Morgan City Code – Ordinance 24-06
 - D. Review / Action – Adoption of Resolution Authorizing a Tax Certificate and Agreement for UAMPS' Firm Power Supply Project; and Related Matters – Resolution 24-14
 - E. Review / Action – Adoption of Resolution Regarding Inter-Local Agency Agreement for the Morgan County Rural Planning Organization – Resolution 24-15
6. **CITY REPORTS AND BUSINESS**
 - A. City Council
 - B. City Manager Updates
Garbage Cans

7. **CLOSED SESSION**

A. Strategy session to discuss pending or reasonably imminent litigation. (U.C.A. 52-4-205(1)(c)).

8. **ADJOURN**

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- A Work Session will be held prior to the General Meeting to discuss miscellaneous matters if needed.
 - This meeting will also be live streamed via <https://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 19th day of April, 2024 at Morgan City Hall, on the Utah State Public Notice Website (<https://www.utah.gov/pmn>), on the City's Website (<https://morgancityut.org>), and three public places within the City.
 - The 2024 meeting schedule was posted on the City's Website and Public Notice Website on December 12, 2023.
- /s/ Denise Woods, City Recorder

MORGAN CITY CORPORATION

PERSONNEL POLICIES HANDBOOK

This manual is provided for general guidance only. The policies, procedures, objectives, and statements contained in this manual, and in other statements that may be issued from time to time, do not create a contract or agreement of any kind between the City and its employees, or any other obligation or liability on the City. Although they reflect current policy, they may, at any time and for any reason, with or without notice to employees, be changed or rescinded. Also, within this manual are strongly worded statements, prefaced with phrases such as "...the City will not tolerate..." Such statements are stated objectives, and the basis for personnel action, and are not a promise or representation of working or employment conditions, nor do they impose any obligation or liability on the City. Employment with Morgan City is for no set period and may be terminated at any time by the employee, or by the City in accordance with applicable law. Nothing herein shall modify an employee's status. These policies apply to all employees.

Adopted: November 23, 2021

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CHAPTER 1 EMPLOYEE CLASSIFICATIONS

1-1 Full-time Career Service Employees

Full-time employee – An employee in a Council-authorized position who works 40 hours per week on a continual basis, and who has successfully completed his/her probationary period.

City Manager – These policies and procedures shall not apply to the City Manager. The City Manager's status, compensation and benefits shall be determined as provided in State law and as negotiated between the City Manager and the City Council.

1-2 Part-time At-Will Employees

Part-time employees – Same as full-time employee but works less than 40 hours per week, **on an as needed basis**, and **usually typically** more than 15 hours a week. Part-time employees are at-will employees and may be terminated at any time with or without notice or cause. Part-time employees shall not work more than an average of 30 hours per week calculated on an annual basis unless approved in writing by the City Manager.

Part-time employees who work an average of more than 30 hours per week calculated on an annual basis are eligible for benefits as required by law.

Part-time employees whose employment normally requires an average of ~~20~~ **30** or more hours each week calculated on an annual basis **and** who receive benefits normally provided by the City shall be enrolled in the Utah State Retirement System. ~~Since Morgan City employees do not receive benefits until their employment requires them to work an average of more than 30 per week calculated on an annual basis, p . Part-time employees shall work more than 30 hours per week calculated on an annual basis before being enrolled with the Utah State Retirement System.~~

1-3 Seasonal Employees

Seasonal employees – All employees hired on a temporary, seasonal, provisional, or emergency basis. Seasonal employees are not eligible for benefits unless required by law. Seasonal employees are at-will employees and may be terminated at any time with or without notice or cause. Seasonal employees may be employed up to 40 hours per week for up to 9 months (such that the average of hours worked is no more than 30 hours per week **or 1,560 ealeulated** hours on an annual basis). Any exceptions must be approved in writing by the City Manager. A seasonal employee may be re-hired as a seasonal employee after at least a 3-month break.

CHAPTER 2 ADMINISTRATION

2-1 Implementation of Personnel Policies

Each employee shall be given a copy of this Manual and are required to be familiar with and follow the policies set forth herein.

This Manual supersedes any and all prior written personnel policies or manuals issued by the City. This Manual is subject to change at any time, solely at the discretion of the City, with or without notice to the employee.

No verbal or written agreements, understandings, representations, or statements made by a Department Head, City, or anyone, can change the policies outlined in this Manual, or bind the City to any course of action.

The policies and statements contained in this Manual and in other statements that may be issued from time to time do not create a contract or agreement of any kind between the City and its employees.

Written agreements between Department Heads (including the City Manager) and employees may be made regarding performance measures, correction of conduct, or "return to work" agreements. However, these do not change the condition or nature of the employee's position, or status. In order for such a change to occur, a contract approved and signed by the City Manager and the employee.

2-2 Management/Employee Cooperation

Our goal is to bring effective and efficient municipal services to the citizens of the City. This can only be achieved by management and employee cooperation. A productive and successful employee works with management and other employees to accomplish the City's goals.

CHAPTER 3 HIRING PRACTICES

3-1 Position Authorization

Every employment position and job description in the City of Morgan has been authorized and approved by the City Manager. Each position has a job description which sets forth the minimum bona fide occupational qualifications necessary to perform the job, the essential job functions, any supervisory responsibilities, and the reporting relationship of the position to management, and other pertinent job information.

3-2 General Practice

It is the policy of the City to comply with the guidance set forth in Title VII of the Civil Rights Act of 1964, according to Public Law 92-261, approved March 24, 1972.

Morgan City is an Equal Opportunity Employer. The City will hire, promote, classify, transfer, discipline, and discharge all persons concerned without reference to race, color, sex, religion, age, national origin, ethnicity, disability, or genetic information.

Personnel will be compensated on the basis of equal pay for equal work. No individual will receive disparate compensation for equal work on the basis of race, color, religion, sex, age, or national origin.

It is the policy of the City to fill all job openings with the most qualified individual available. Where possible, it shall be the policy of the City to promote from within provided that all promotions shall be made based upon the most qualified individuals.

Once an employee has been given a conditional offer of employment, is returning from work after more than a three-day absence, or has experienced articulable performance problems, the City reserves the right to require any City employee to undergo a complete fitness-for duty examination, at City expense, where there is a question concerning the employee's ability to physically and psychologically perform the tasks for which he/she was hired.

3-3 Anti-Nepotism

A. Definitions for the Purpose of this Section

1. Nepotism - Undue attachment to relations; favoritism shown to members of one's family; bestowal of patronage in consideration of relationship, rather than of merit or of legal claim.
2. Relative - Father, mother, grandfather, grandmother, husband, wife, son, daughter, grandson, granddaughter, sister, brother, uncle, aunt, nephew, niece, or first cousin, whether by blood or by marriage. "Relative" includes husband or wife by common-law marriage, as defined by Utah law. "Relative" also includes a cohabitating partner.
3. Supervision and supervise - Means and implies an employment relationship in which:
 - a. An employee's relative is in the employee's supervisory "chain of command" or in the direct line of supervision; or,
 - b. The elected Mayor, member of the City Council or City Manager is a relative of an employee or applicant for employment.
4. Cohabitating Partner – Means living together as a couple without being married.

B. Nepotism in Hiring, Supervision, and Organizational Management

1. The City prohibits any person holding any position to appoint, vote for the appointment of, hire, directly supervise, be in the line of supervision of, or be directly supervised by their relative.
2. No relative of a Morgan City elected official shall be hired, either full-time or part-time, by Morgan City during the elected official's term of office.
3. Relatives shall not be hired into nor employed by the same Department.

4. Elected officials, appointed officials, and Department Heads are expressly forbidden to request, suggest, or discuss the hiring of a relative with anyone holding hiring authority.

C. Exceptions to this Policy

1. The relative will serve as an uncompensated volunteer.
2. The person is employed by Morgan City before the relative is elected as Mayor or a member of the City Council or City Manager.
3. The City Council may approve the hiring of relatives of elected or other employees of the City for temporary or seasonal positions (not to exceed 6 months).
4. This policy shall not affect the employment status of relatives employed by the City prior to the effective date of its adoption.

3-4 Veterans Preference

In accordance with Title 71, Chapter 10, Utah Code Annotated, eligible veterans and their spouses shall be given preference in interviewing and hiring for a position.

3-5 Background Checks

Morgan City believes that hiring qualified individuals to fill positions contributes to the overall strategic success of the City. Background checks serve as an important part of the selection process. This type of information is collected as a means of promoting a safe work environment for current and future employees. A third-party agency will conduct the criminal records background checks.

The City will ensure that all background checks are held in compliance with all federal and state statutes, such as the Fair Credit Reporting Act.

Inquiries will be made regarding criminal records during the pre-employment stage, however, as part of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment, unless it is determined to be due to job related issues or business necessity.

Morgan City will exercise reasonable care that all information obtained from the reference and background check process will only be used as part of the employment process and kept strictly confidential.

3-6 Motor Vehicle Driving Records

A. Maintenance of Valid Driver's License

As a means of promoting a safe work environment for current and future employees and citizens, driver's license checks will be performed on all applicants after a conditional offer of employment has been made, where driving a motor vehicle may be necessary to conduct City business. Thereafter, the City will review monthly the driving records and status of employee driver licenses with the State Driver's License Division to ensure that the standards contained in this policy are met and maintained.

Any employee without a valid Utah driver's license will not be allowed to operate a City vehicle or drive on Morgan City business. Employees are expected to drive in a safe and responsible manner both on and off the job to maintain a good driving record.

If, for any reason during employment, an employee whose position requires that he/she drive on the job:

1. Is unable to maintain the appropriate valid Utah driver's license required by the employee's position; or
2. Becomes uninsurable under the City's insurance policy then in force without any additional premiums or costs being incurred by the City to ensure that employee; or
3. Is convicted of a serious traffic violation, such as reckless driving or a DUI; or
4. Has an unacceptable record as indicated by:

- a. Three or more moving violations in the past 24 months.
- b. Two or more at fault accidents in the past 36 months. Contributing factors, such as weather or mechanical problems, may be taken into consideration.
- c. A charge for leaving the scene of an accident in the past 36 months.
- d. Any combination of accidents, charges, and/or moving violations.

The employee must inform their Department Head immediately of any serious traffic violation. The Department Head will then review the situation, considering such things as the nature of the job and the expected duration of time the employee will be without a driver's license, and decide the appropriate action to be taken.

Penalties for Failure to Maintain Driver's License or for Failure to Notify:

Failure to maintain a valid Utah driver's license or a commercial driver's license in a position that requires such, or failure to notify a Department Head of un-insurability, serious traffic violations or a change in status of an employee's driver's license when such license is a job requirement, may subject the employee to disciplinary action, including termination.

CHAPTER 4 EMPLOYMENT STATUS

4-1 Appointed Positions

Appointed employees are part of the pay and benefit system applicable to all employees and shall be subject to policies contained in this manual, with the following exceptions:

Appointed employees are at-will employees and are appointed and may be suspended or terminated by the appointing authority with or without cause or prior notice. As at-will employees, appointed employees shall have no right to appeal the suspension or termination of their employment, but may, upon their own request, have a name clearing hearing before the governing body.

4-2 Probationary Employees

All new employees who are hired with the intention of becoming full-time or part-time employees are considered probationary employees for a period of 1 year. They will still receive any benefits associated with the position. During this probationary period the employee is at-will and may be terminated at any time, with or without cause.

Any unpaid leave of absence shall not be considered part of the probationary period.

Reinstatement: The probationary period for a former employee being reinstated shall be for a period of one year.

4-3 Promotions

Any promotion to a position with significant differences in job responsibility shall be subject to a probationary period of 6 months. During the probationary period the employee's abilities and performance will be evaluated by the Department Head. If, in the sole discretion of the City, the City determines that the employee's performance is unsatisfactory, the City shall notify the employee in writing of his/her failure to complete the probationary period and the employee will be reinstated, if available, to their previous position, or if available to another position for which they are qualified. However, if the cause for rejection during the promotional probationary period was sufficient grounds for dismissal from both positions, the employee may be dismissed in accordance with the City's formal disciplinary procedures.

The City Manager will have the latitude to place promoted employees on the step that is the most appropriate for the education, experience or other factors that contributed to their promotion or selection for the job.

4-4 Demotions

When employees are demoted, the employee will be moved to their new grade and step by the City Manager.

CHAPTER 5 SEPARATIONS

5-1 Resigned Employee

Full-time employees who resign and desire to leave the City in good standing should give a minimum of two weeks' notice, otherwise they may not be considered for re-employment at a future date.

The City reserves the right to place a resigning full-time employee on a paid leave of absence for any portion or all of the notice period. The City further reserves the right to accept the resignation effective immediately.

5-2 Abandonment of Position

One unauthorized absence may constitute cause for separation. An employee who fails to contact their Department Head prior to their absence for 1 working day, and to request that the absence be recorded as authorized, may be deemed to have voluntarily abandoned his/her position and is subject to disciplinary action up to and including termination. If prior notification of absence was not possible an employee must notify their supervisor by the end of the workday the absence occurred. The City Manager has discretion to approve absences without notice based on the individual circumstances of the employee. Reference – Authorize includes sick or injury policy

5-3 Reduction in Force

When it becomes necessary to reduce the work force, regular full-time employee(s) with the positions to be eliminated shall, when possible, be notified in writing of the reduction in force at least two weeks before the planned reduction in force.

5-4 Termination

Termination of employment may occur as a result of poor performance, discipline as described in the discipline section of this policy), or the employee's failure in some instances, to satisfactorily complete a probationary period, as a result of disciplinary action, or because the employee's status is "at will." Terminated employees shall be notified in writing by the City Manager. At-will employees and those in a probationary status (except promotional probation) have no appeal rights.

5-5 Exit Interviews

The Department Head of a departing employee shall contact the Human Resource Manager to schedule an exit interview and completion of an exit interview questionnaire with the employee. An exit interview helps the City to obtain information that may be useful in improving employee relations as well as to provide additional information to the terminating employee regarding 401(k), COBRA, etc.

5-6 Employment References

1. Employment references, including reference letters, will only be given by the City Manager or Human Resource Manager. No other City employee should give any employment references or provide information regarding current or former City employees unless they are requested to do so by the Human Resource Manager.
2. The only information that will be provided regarding present or former City employees is the following:
 - Dates of employment
 - Positions held
 - Job duties as set forth in the job description
 - The employee's salary range
3. If an employee wishes to have further information regarding their employment provided by the City, they must present a written request for release of further information to the City Manager or Human Resource Manager and sign a release of all claims against the City and indemnify the City from all claims arising from the disclosure of such information. The City reserves the right to refuse to release of any information including, but not limited to, work product, personal information, etc.

CHAPTER 6 EMPLOYEE CONDUCT

6-1 Ethics

City employees shall comply with the Municipal Managers' and Employees' Ethics Act, Title 10, Chapter 3, Part 13, Utah Code Annotated, and its successor statutes, to avoid actual or potential conflicts of interest. Failure to comply with the requirements therein may result in disciplinary action up to, and including, termination.

6-2 Use of City Equipment

A. Use of City Electronic Mail, Voicemail, ~~Cell~~ Desk Phones and Computer Systems

Employees shall not use e-mail, voicemail, ~~cell~~ desk phones or computer systems for any inappropriate use, including but not limited to the following:

Solicitation of employees for fund raisers not approved by the City;

To further personal business interests;

Offensive, harassing, vulgar, obscene, or threatening communications, including disparagement of others;

Verbal abuse, slander or defamation;

Creating, distributing, viewing, or soliciting sexually oriented messages, materials or images;

Electronic dissemination or printing of copyrighted materials, including articles and software in violation of copyright laws; or

Downloading of any audio or video files in violation of copyright laws.

E-mail and voice mail communication and the contents of City owned computers are the sole property of the City and may be subject to monitoring at any time without notice. When using the e-mail or voice mail systems, and other equipment including city computers, the employee knowingly and voluntarily consents to being monitored and acknowledges the employer's right to conduct such monitoring. There is no expectation of privacy when using the City's equipment. The security of e-mail and voice mail communications is not guaranteed. Abuse of e-mail, voicemail, ~~cell~~ desk phones and computer systems, and other City equipment could subject the employee to disciplinary action, up to and including termination.

Employee Cell Phones and personal communication devices used for work are also subject to GRAMA requests as used in the normal course of duty. Employee scrutiny should be used as the same standards for business use apply and privacy is not guaranteed.

B. Social Media Policy

The City recognizes that social media has changed the way that people communicate with each other and that the use of social media can enhance communication between City government and citizens. The City also recognizes that appropriate use of social media may further the mission of the City and its departments. City employees participating on internet social media/networking sites (Instagram, Facebook, Twitter, etc.) must use appropriate discretion to not discredit themselves or the City. To achieve and maintain the public's highest level of respect, City departments may utilize social media and social network sites to enhance communications with citizens and program participants subject to the following rules and guidelines:

(Note that due to the nature of electronic media, these rules and guidelines are subject to change over time and that the City reserves the right to make any such modifications as it deems necessary.

1. The City Manager shall appoint a Social Media Coordinator with the authority to use social media on behalf of the City and the responsibility to ensure the appropriateness of content.

2. Individual departments may participate in social media sites, with the authorization of their Department Head and/or the City Manager, for the dissemination of City related information to the public in accordance with the City's mission and shall not be used for personal uses. This shall be done with the cooperation and approval of the Social Media Coordinator.
- ~~3. The Head of each department or their designee shall be responsible for the content and upkeep of each social media site maintained by that department.~~
3. City social media sites shall comply with federal, state, and local laws, regulations, and administrative rules.
4. City social media sites are subject to State of Utah public records laws. The department maintaining the site is responsible for responding completely and accurately to any public records requests for public records on social media sites. All responses should be approved by the Records Manager of the City.
5. Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. City social media site articles and comments containing any of the following forms of content shall not be allowed:
 - a. Comments in support or opposition to political campaigns or ballot measures;
 - b. Profane language or content;
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - d. Sexual content or links to sexual content;
 - e. Solicitations of commerce;
 - f. Conduct or encouragement of illegal activity;
 - g. Personal attacks, disrespectful comments, insults, name-calling or belittling comments;
 - h. Information that may tend to compromise the safety or security of the public or public systems; and
 - i. Content that violates a legal ownership interest of any other party; or comments not typically related to the particular social medium article being commented upon, including random or unintelligible comments.
6. The guidelines described above should be displayed to users or made available by hyperlink.
7. The City reserves the right to restrict or remove any content that is deemed to be in violation of this social media policy or any applicable law. A copy of any content removed based on these guidelines must be retained, including the time, date, and identity of the poster when available.
8. All content created or posted on a City social media site as well as all City profile and home pages shall belong to the City.

C. Personal Use of Social Media Sites – Social Networking

City employees participating on internet social networking sites (Instagram, Facebook, Twitter, etc.), must use appropriate discretion to not discredit themselves or the City. To achieve and maintain the public's highest level of respect, City employees are expected to follow the standards of conduct below whether on or off duty:

1. Except in the performance of an authorized duty, employee use of department phones, computers, or other electronic devices to access social networking sites (Instagram, Facebook, Twitter, etc.) blogs or bulletin boards is prohibited. **Use of personal cell phone to access social media shall be limited to off work hours.**
2. Except in the performance of an authorized duty, City employees shall not post, transmit, reproduce, and/or disseminate information (text, pictures, video, audio, etc.) to the internet or any other forum (public or private) that would tend to discredit or reflect unfavorably upon the City or any of the City's employees or elected officials.
3. Employees are prohibited from posting, transmitting, and/or disseminating any pictures or videos of official department training, activities, or work-related assignments without the express written permission of their Department Head.
4. Employees are prohibited from disclosing, through whatever means, any information, photograph, video, or other recording obtained or accessible as a result of employment with the City for financial or personal gain, or any disclosure of such material without the expressed authorization of their Department Head.
5. Employees must ensure that any content disseminated is consistent with Morgan City's Harassment Policy.
6. Employees are prohibited from posting content that is inconsistent with their duties and obligations and that tends to compromise or damage the mission, function, reputation, or professionalism of Morgan City or its employees.
7. Employees must exercise caution when posting or responding to information, or reflecting agreement or support of an existing posting, as doing so may be interpreted as an endorsement thereof, which may be inconsistent with one's duties and responsibilities as a City employee generally, or with the employee's specific duties and responsibilities.
8. Remove any content in a reasonable and prompt manner that is in violation of this policy and/or posted by others from any web page or website maintained by the employee.
9. Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (e.g., Facebook, Instagram, etc.)

Remember posted content has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off-duty activity that may bring their reputation into question. Violations of this policy may subject an employee to disciplinary action, up to and including termination.

Nothing in this policy is intended to prohibit or infringe upon any employees' communication, speech, or expression that has been clearly established as protected or privileged.

6-3 Use of City Issued **Credit Purchasing** Cards for **Elected Officials and/or** Morgan City **authorized employees Card Users**

- A. The Morgan City **credit purchasing** card shall be used only for purchases associated with City approved travel expenses, training expenses, authorized City business or transactions, and emergencies that may occur while on City approved business.
- B. The **credit purchasing** card is the preferred method of payment for hotels/motels. Charges for personal services at a hotel/motel, such as additional occupancy charges for a spouse, personal phone calls, in-room movies and room service should be paid separately by the **Card User authorized employee**. When hotel/motel charges for City and personal items are paid with the City **credit purchasing** card, personal expenses will be reimbursed to the City with the travel settlement.
- C. City **credit purchasing** cards are to be used for official city business ONLY. The only allowable exception is covered in paragraph B above. Under no other circumstance will a City **credit**

purchasing card be used for personal items. City ~~credit~~ purchasing cards shall not be used for cash advances. City ~~credit~~ purchasing cards or account numbers shall not be shared with unauthorized users.

- D. City ~~credit~~ purchasing cards are to be used for purchasing only goods and services that have received proper authorization in compliance with the City's purchasing and travel policies and procedures.
- E. All returns, or other credits are to be issued through the ~~credit~~ purchasing card. Under no circumstances should a Card User accept cash in lieu of a credit to the ~~credit~~ purchasing card.
- F. The ~~Card User~~ authorized employee issued the card is responsible for its protection and custody and shall immediately notify the City Manager and the City Treasurer if the card is lost or stolen.
- G. ~~Credit Card Users~~ Authorized employees are responsible to not exceed the ~~credit~~ card's limit. For circumstances where a higher limit is needed, the ~~Card User~~ authorized employee shall coordinate with the City Manager and the Head of the Department for which the purchase is being made.
- H. Employees who are issued a ~~City-credit~~ purchasing card are responsible to keep it secure and are not allowed to share the card with other people, including other City employees.
- I. All purchases with the City ~~credit~~ purchasing cards are to be substantiated with proper receipts. Receipts should detail the goods or services purchased, cost, date of purchase, and indicate the business purpose of the purchase. The Card User's Department Head (where there is a one) ~~initial or sign each receipt first, and then submit to the City Treasurer accounts payable clerk for payment. , shall check each transaction and initial each receipt.~~
- J. Monthly statements from the bank are received by the ~~Treasurer~~ accounts payable clerk for review and reconciliation. Statements are to be reviewed, reconciled with matching, and attached receipts and coded for accounting purposes. It is each Card User's responsibility to follow up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.
- K. The ~~Treasurer~~ accounts payable clerk will review all documentation to assure that supporting documents exist for all expenditures.
- L. Any expenses for which a receipt is not provided by the card user ~~will~~ may be charged to the Card User ~~if a signed quote, invoice, or other documentation cannot be provided.~~ The Card User shall reimburse the City for undocumented expenses and may face disciplinary action as provided in this policy.
- M. Card Users who violate this policy, shall be subject to disciplinary action, up to and including termination. The Card User shall also be liable for reimbursements resulting from the misuse.
- N. The cards issued by the City shall have a limit of up to Five Thousand Dollars (\$5,000.00).
- O. City employees who are issued a City ~~credit~~ purchasing card shall return it immediately to the City Manager, or Human Resource Manager upon termination of employment.

6-4 Use of City Vehicles

The use and care of City vehicles is especially important. These vehicles represent a tremendous investment of the taxpayers' dollars and they shall be respected as such. The eyes of the public are constantly on the employees of the City. Operation of City vehicles shall be in accordance with applicable laws and regulations.

Only authorized City employees are permitted to drive City vehicles. The City Manager may authorize the home storage of City vehicles on a case-by-case basis. All employees must exhibit good driving habits at all times. Be especially careful and help give the City a reputation of having safe and courteous drivers. This is especially important to those employees who take vehicles home while off duty.

All persons riding in a City vehicle are required to use provided seat belts. ~~and must not be of an age or size to require child safety seating.~~ Carrying of passengers should be limited to those with some direct relationship to the conduct of City business. However, there may arise an unanticipated situation which may warrant the use of a

City vehicle to transport a family member. If, while an employee is on duty, a family member is stranded, ill, or likewise, and is unable to reasonably find transportation, or unable to transport themselves home or to another's care, the employee may transport the family member to the appropriate location. This should be done after receiving permission from a supervisor and should be in limited circumstances only.

Certain discretionary personal uses shall be permitted with public vehicles during regular work hours such as break stops or short personal errands that fall within the immediate geographic area of specific business already being conducted for and in behalf of Morgan City. Limited personal use shall also be permitted for out-of-town meetings, trainings, and conferences, including after work hours.

Smoking or use of tobacco products in vehicles owned, leased, or rented by the City is prohibited.

Any operational problems or mechanical concerns should be reported immediately to the Department Head. Any accidents while using City vehicles shall be reported immediately to a supervisor and ~~local law enforcement~~ **HR to fill out an accident report**. Routine maintenance shall be performed and documented monthly under the direction of the Department Head.

6-5 Public Relations

The measure of City government is, to some extent, based on the effectiveness and personal contact of its employees with the general public. It is expected that all employees will avoid conduct at work or elsewhere that might cause embarrassment to, or criticism of the City. Often times, the City employee is the only contact a private citizen has with our municipal government and, although the citizen may not always be right, he/she does have an active interest in the City and its government. Therefore, it is essential that the attitudes and actions of the employees of the City, both on and off duty, bring credit to the City. Good public relations can best be created by the simple process of being helpful, courteous, and treating people in the same manner you would like to be treated. It is also important to the public relations of the City that each municipal employee be neat, clean, impressive in appearance and respectable in his/her use of language.

- A. GRAMA requests made for information shall be referred to the Records Officer to assure accuracy of information.
- B. Media requests for information including recordings of public meetings, minutes of public meetings and other public documents shall be referred to the Records Officer to assure accuracy of information. Other information requests from the media, i.e., newspapers, radio, reporters, etc. regarding City matters or City business should be referred to the City Manager.

6-6 Dress and Hygiene Standard

City employees are expected to have socially acceptable hygiene and to dress in professional, modest attire which is appropriate to the job they are performing.

Public Works personnel are provided with **a uniform allowance for clothing with the City logo uniforms** that are to be worn during work hours.

6-7 Outside Employment

No City employee may engage in any outside employment which will impair the performance of his/her duties or be detrimental to the City. Employees are required to notify the City of any outside employment so that the City may determine whether the outside employment creates a conflict of interest. The City Manager may approve outside employment with or without conditions.

6-8 Fraternization

It is not the City's desire to discourage friendship among employees, however, it is recognized that consensual "romantic" or sexual relationships between Department Head/Manager and their subordinates could lead to actual or perceived conflict of interest, favoritism, or sexual harassment. The purpose of this policy is to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment, whether perceived or actual.

A. Relationships Between a Department Head/Manager and a Subordinate

Consensual “romantic” or sexual relationships between a Department Head/Manager and a subordinate are prohibited, as well as any conduct, such as but not limited to dating, contacting, communicating with, courting, etc. that is designed or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where such a relationship exists.

If such a relationship should develop, the Department Head/Manager is obligated to promptly disclose the existence of the relationship to the City Manager. The employee shall make the disclosure as well, however, the Department Head/Manager is held to a higher standard by nature of that position.

The Department Head shall inform the City Manager and Human Resource Manager of the existence of the relationship, including the person responsible for the employee’s work assignments. Upon being informed or learning of the existence of such a relationship, the City Manager, in consultation with the Human Resource Manager and City Attorney may take steps that are deemed appropriate.

At a minimum, the subordinate and Department Head/Manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the Department Head/Manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the Department Head/Manager is having or has had such a relationship.

Any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the City Manager, Human Resource Manager or City Attorney.

The City Manager, or designee, shall interview the parties separately and confidentially. One purpose of this is to ensure that the relationship is consensual on both parties’ part. Documentation will be reviewed to ensure that the treatment of the subordinate and the subordinate’s co-workers has not been affected by the relationship. If the relationship ends, the City Manager or designee will again interview the parties separately and confidentially to assess the nature of the relationship and its effect on the work environment. Regardless of the provisions in this section, the development of such a relationship is contrary to the City’s policies and may result in disciplinary action up to, and including, termination.

B. Dating Relationships Between Other Employees

Dating relationships between other employees are discouraged but permitted, however both employees have a responsibility to notify their Department Head who will in turn notify the City Manager when dating begins to document that the dating relationship is consensual and welcome. **If the employees both work in the same Department, the City Manager may consider a lateral transfer of one employee to another Department.** Employees will be instructed to inform the Department Head when/if the relationship ends.

This policy shall apply without regard to gender and without regard to sexual orientation of the participants in a relationship. The City’s implementation of this policy is not intended to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment, and this policy is not to be relied upon as justification or excuse for refusal to engage in such social interaction with employees.

CHAPTER 7 DISCIPLINE AND GRIEVANCE PROCEDURE

7-1 Disciplinary Action

An employee whose conduct constitutes grounds for disciplinary action shall be subject to the following discipline: reprimand, suspension, demotion (transfer to a position with less remuneration) or termination. The

listing of the aforementioned discipline does not constitute a progressive system for disciplinary action. The City may impose the discipline deemed necessary based on the employee's conduct.

A. Written Notice – Warning

A written warning may be given by the City Manager and/or an employee's Department Head for minor violations of policy ~~after prior verbal warning~~. However, a ~~written verbal~~ warning may be given instead of a ~~verbal written~~ warning for first-time misconduct or other serious offenses. All written warnings should be addressed to the employee as a memorandum or on a corrective action form. If there has been a prior verbal warning given to the employee, it should be referenced in the first written warning. The Department Head should ask the employee to sign the written warning as ~~proof~~ acknowledgment of having received it. A signed copy of all written warnings should be placed in the employee's official, permanent personnel record. If the employee refuses to sign the written warning, that should be noted, and the unsigned copy forwarded to the employee's file. An employee who receives 3 written warnings for the same offense or, 3 written warnings for different offenses during an 18-month period (whether or not the first two written warnings resulted in probation and/or suspension) may be terminated without proceeding through the remaining steps in the disciplinary process.

7-2 Pre-Disciplinary Hearing

Whenever a full-time, or part-time regular employee, who is not an appointed or probationary employee, is subject to possible suspension without pay for more than 2 days, demotion, or termination, a pre-disciplinary hearing shall be held prior to imposing disciplinary action. The employee shall be given written notice of the hearing which includes an explanation of the charges against the employee and notice that discipline, up to and including termination, is being considered. The pre-disciplinary hearing shall be conducted by the City Manager or their designee and the Human Resource Manager for the purpose of allowing the employee to respond to the charges and present information the employee believes is relevant to the decision. The employee has the right to have another individual or representative present during any portion of the disciplinary process. A decision as to the disciplinary action to be taken, if any, shall be made by the City Manager or their designee and the employee shall be notified in writing within a reasonable time after the hearing. If disciplinary action is imposed, the City Manager or their designee shall provide the employee written notice of the disciplinary action along with a written explanation of employee rights for appeal or grievance, if any.

7-3 Appeals of Demotion or Termination

In the case of demotion or termination, a full-time, or part-time regular employee, who is not an appointed or probationary employee, has the right to appeal the decision to the City Appeals Board. The appeal must be in writing and filed with the City Recorder within ten days of the demotion or termination. The City Recorder will then refer the matter to the City Appeals Board which will take and receive evidence and fully hear and determine the matter. The employee shall be entitled to appear in person and to be represented by counsel (at the employee's expense), to have a ~~public~~ hearing, to confront the witness whose testimony is to be considered, and to examine the evidence.

The Appeals Board will consist of 2 Morgan City Council members and 3 Morgan City employees. City Council members serving on the board will be selected by the council members; employees serving on the board will be elected by City employees by a secret ballot. Four or more members shall constitute a quorum. No member of the City Appeal Board shall be employed by or administer the department for which the aggrieved employees works nor shall be related to the employee through blood or marriage.

In the event the City Appeals Board upholds the demotion or termination, the employee may file an appeal within 14 days to the City Council, whose decision will be final. The City Council need not hold new or additional evidentiary hearings but may base its decision on a review of the record created below, including the evidence submitted to the Board.

In the event the City Appeals Board does not uphold the demotion or termination, the City Recorder shall certify the decision to the employee affected, and also to the City Manager or their designee from whose order the appeal was taken. The decision of the City Appeals Board may be appealed to the Utah Court of Appeals.

Employees whose demotion or termination has not been upheld by the City Appeals Board shall be compensated for any time without pay experienced pending the City Appeals Board decision. Said pay shall commence with the next working day following the certification by the City Recorder of the City Appeals Board's decision, provided the employee reports for his/her assigned duties that next working day. The employee will be paid for any time off that was without pay, up to the date of the decision.

7-4 Appeals of Discipline/Grievance/Open Communication

At Morgan City, we believe that communication and personal accountability is at the heart of good employee relations. Employees should share their concerns in writing, seek information, provide input, and resolve work-related issues by discussing them with their Department Head until they are fully resolved. It may not be possible to achieve the results an employee wants, but the Department Head needs to attempt to explain in each case why a certain course of action is preferred. If an issue cannot be resolved at this level, the employee is welcome to discuss the issue with the Department Head. The Department Head should set up a time within 3 business days of the initial communication for both of them to meet with the Department Head. If the employee's concern cannot be resolved with the Department Head, the employee may discuss it with the City Manager or the City Attorney individually or collectively. The Department Head should schedule that meeting for the employee within 2 business days.

Regardless of the situation, employees should be able to openly discuss any work-related problems and concerns without fear of retaliation. Department Heads are expected to listen to employee concerns, encourage their input, and seek resolution to the issues and concerns. Often this will require setting a meeting **in a private office, in the near future**. Department Heads are to set these meetings **as quickly as possible in a timely manner**, and employees are expected to understand that issues and concerns may not always be addressed at the moment they arise. Discussing these issues and concerns with management will help to find a mutually acceptable solution for nearly every situation.

Employees must understand that once the issue has been addressed, and a decision made, the employee is to follow the decided course of action.

If an employee has a concern about discrimination and or harassment, Morgan City has set up special procedures to report and address those issues. The proper reporting procedures are set forth in the Sexual Harassment/Discrimination Policy 13-3.

7-5 Suspension Pending Investigation and Decision

At the City's sole discretion, an employee may be suspended (with or without pay) pending an investigation. If after an investigation, the employee is found not to have violated the City's policies, the employee shall be restored to his or her position and/or compensated for any lost pay.

7-6 Cause for Discipline

Each of the following shall constitute cause for discipline, up to and including termination. The offenses listed are not intended to be comprehensive, and the enumeration of these commonly accepted violations shall not be deemed to prevent the discipline of an employee for other violations not enumerated.

- Personal or gross negligence on or off duty which prevents or substantially hampers job performance.

- Neglecting, abusing, or damaging City property.

- Any violation of City or departmental policies or procedures.

- Violations of commonly accepted employment standards.

- Sexual harassment.

- Illegal discrimination.

- Disregard for safety.

- Insubordination by refusing a superior's order, verbal abuse of a superior, or unwillingness to submit to proper authority.

- Failure to follow specified job instructions or responsibilities under the job description.

Unwillingness to work harmoniously with other employees.
Unauthorized solicitation on City property.
Distributing unauthorized printed matter on City premises.
Tardiness.
Creating or contributing to unsanitary conditions.
Unauthorized operation of tools, machinery, equipment.
Gambling on City property.
Failure to timely report an injury or accident.
Unauthorized sleeping on the job during work hours or leaving the site early without permission.
Fighting or attempting to provoke a fight on City premises.
Deliberately restricting output.
Failure to maintain production and performance standards.
Theft.
Possession and/or use of alcoholic beverages or controlled substances while on duty.
Possession and/or use of alcoholic beverages or controlled substances while operating a City vehicle or equipment.
Reporting for work under the influence of alcoholic beverages or controlled substances.
Assault on a Department Head or other employee.
Threatening or intimidating other employees or a Department Head.
Unauthorized removal of City records or the release of confidential information.
Falsification or alteration of City records.
Failure to report for work without notice.
Failure to obtain pre-approval for overtime or compensatory time, not due to emergency or call-out situations
Repeated violation of rules and procedures.
Use of profanity or offensive language directed at an individual.
Dishonesty, deceit, or fraud.
Excessive complaining or poor attitude.
Commission of criminal conduct.
Any conduct which reflects negatively on the character of the employee or the City.

CHAPTER 8 EMPLOYEE TRAVEL, TRAINING AND EDUCATION

8-1 Travel and Training Expenses Reimbursed

- A. The purpose of this policy is to establish a citywide standard and procedure regarding travel allowances and reimbursements for employees engaged in approved professional development or conducting Morgan City business.
- B. It is the policy of Morgan City Corporation to:
 - 1. Pay for all reasonable expenses incurred by employees who travel for the purpose of City business. Travel must have a clear City business purpose and comply with budgetary guidelines.

2. Require all travel to professional activities, outside Morgan City, to be worthwhile to those attending and beneficial to Morgan City.
3. ~~City Travel Request~~ A Travel Authorization Form must be submitted by the employee to the City Manager for approval BEFORE registering for trainings and conferences at least 4 weeks in advance, ~~when or as soon as~~ possible. Approval signatures must then be obtained within budgetary guidelines.
4. The City Treasurer will put travel reimbursements into the payroll following travel.

C. Procedures

Travel allowances and reimbursement requirements are as follows:

The City will pay for approved travel costs to include:

1. Public Transportation (airfare, bus fare, taxi fare, vehicle rental, etc.) or parking costs: Actual costs will be reimbursed the payroll following travel. Travel costs ~~should~~ include ground transportation ~~to, from, and~~ at the ~~desired~~ destination. An itemized copy of billing must be presented prior to or immediately after travel to substantiate payment.
2. Fly vs. Drive employees may choose, with the approval of the City Manager, to drive or fly to the approved location, but will only be reimbursed the lesser cost of the two modes of transportation. The most affordable airline ticket quote, and mileage reimbursement amounts will be used to determine the eligible reimbursement amount. Hours of work, extended travel, personal activities, and other factors associated with travel decisions will be considered in the City Manager's approval decision.
- 2 3. Mileage will be at the approved IRS rate for out-of-town travel in a private vehicle. Actual mileage will be reimbursed the payroll following travel. When a group of individuals is going to the same activity, they are encouraged to carpool.
- 3 4. Lodging expense: An itemized copy of billing must be presented ~~prior to or~~ immediately after travel to substantiate payment. ~~Hotel receipt must show a zero balance to ensure payment has been made in full. If a room is shared with a non-employee and there is an additional cost, due to pet fees, incidentals, or a room upgrade the employee is expected to pay additional costs. Employee will be reimbursed the State Government rate 50% of the current single hotel room rate for staying with family or friends. State Government rate is Thirty-Five Dollars (\$35.00) per night if you stay with family or friends; If an employee chooses to stay in a short-term rental instead of a single room hotel the employee will be reimbursed the lessor costs of the two. This option must be approved by the City Manager and documentation provided to support the reimbursement. the following payroll for this amount.~~
- 4 5. Per diem for meals and other travel associated costs will be paid at the IRS authorized standard rate. ~~Travel requiring overnight stays to include travel per diem for the first and last day. First day may include lunch and/or dinner. Last day may include breakfast, lunch, and/or lunch dinner. This will be based off when you the employee leaves and returns. Meals provided by the hotel and/or included in registration fees of conferences, trainings, etc. will be deducted from per diem reimbursements. Actual Per diem costs will be reimbursed the payroll following travel. Meals provided by a hotel, meeting host, or conference are not to be included on the travel request form.~~
- 5 6. Same day Travel outside of the City, for trainings, workshops, or similar activities that requires less than a full day shall be compensated by the standard IRS rate ~~for lunch~~, unless that meal is included with the activity.
7. Use of Purchasing Card for Travel and Training, any travel/ training expenses paid for on a City issued purchasing card will not qualify for reimbursement or per diem. Employees

shall not use a City purchasing card for some meals and claim per diem on for other meals on the same trip.

8. Travel authorization and reimbursement form, employees must fill out a travel authorization and reimbursement form prior to all travel even when not seeking reimbursement. All expenses paid for by the City must be reconciled with copies of all receipts and attached to the travel form.

8-2 Education Assistance

Morgan City may provide financial assistance to standard full-time employees enrolled as a matriculated student in an accredited traditional, not for profit institution of higher learning upon the following terms and conditions:

- A. The course work must be related to the employee's current job description duties or reasonably expected career path duties of employment and shall be approved and documented in the employee's personnel file by the employee's Department Head and the City Manager, or designee, prior to the beginning of classes.
- B. 50% of tuition and fees, on a pro-rata basis if necessary, for job related course credit hours and 50% book fees will be reimbursed to the employee upon presentation to the Department Head a grade report showing a minimum grade equivalent to a "C" or "pass" on a pass-fail basis.
- C. All education assistance reimbursements are repayable to the City in the event an employee separates (voluntary or involuntary) from the City's employ prior to 3 years following the date of each reimbursement. For each year of the 3 years following each reimbursement, an amount equal to 1/3 of each reimbursement shall be waived and shall not be repayable to the City.
- D. Electrical apprentices are handled separately under IPSA policies.

CHAPTER 9 EMPLOYEE BENEFITS

Only full-time regular employees receive the benefits described in this chapter. Part-time and seasonal employees do not receive any of the benefits set forth in this chapter nor anywhere else in this Policy Handbook, unless specifically designated otherwise.

9-1 Medical Insurance

The City will make health insurance available to all full-time regular employees. Medical insurance coverage begins on the first day of the month following the date of employment and ends with the monthly insurance premium period following the date of separation.

Dental insurance is available; however, the cost of this coverage is not paid by the City. If an employee elects to have dental coverage, reimbursement to the City shall be made through payroll deductions.

Employees who are separated, laid off, retire, or resign may qualify for a continuation of medical benefits in compliance with COBRA if the employee pays the premium.

Employees who are covered by another insurance plan may waive the City's medical coverage. The employee may be reimbursed a portion of the insurance premium cost, which is referred to as "Cash in Lieu of Benefits." This payment will be made as part of the payroll process. To be eligible the employees must provide an annual proof of coverage.

9-2 Annual Leave

All full-time employees shall earn annual leave at the following rate for their years of service. The City may credit an employee relevant years of service from a similar employer as approved by the City Manager at the time of hire. Accrual of annual leave is done on a pro-rated, per pay period basis using the following rate:

<u>One year of service</u>	<u>1 week</u>
<u>Two One through Four years of service</u>	<u>2 weeks per year/ 3.08 hours per pay period</u>
<u>Five through Nine years of service</u>	<u>3 weeks per year/ 4.62 hours per pay period</u>
<u>Ten years of service and above</u>	<u>4 weeks per year/ 6.15 hours per pay period</u>

As used in this section "length of service" shall mean the length of the employee's present employment with the City and may include credit for prior years of service at a similar employer as approved by the City Manager at the time of hire. Length of service does not include periods of previous employment with the City that were terminated voluntarily or involuntarily, except in cases of reduction in force or approved by the City Manager.

An employee may use any or all accrued annual leave subject to their Department Head's approval. Annual leave should be scheduled well in advance so as to meet the operating requirements of the City, and in so far as possible, at the preference of the employees.

No more than 240 hours accrued annual leave shall be carried forward to a new calendar year ~~without the written authorization of the City Manager~~. Unused annual leave in excess of this amount will be forfeited each December 31st.

~~Accrual of annual leave is done on a pro-rated, per pay period basis.~~

Terminating employees who retire in compliance with the Utah State Retirement (URS) policy or resign in good standing with a minimum of 2 weeks' notice or are released as a result of a reduction in force are entitled to payment at their current rate of compensation for up to 240 hours of unused annual leave which has been accrued. In the event of the employee's death, the full entitled payment shall be made to the employees named beneficiaries.

9-3 Bereavement Leave

Up to 3 days of paid bereavement leave may be approved by the ~~Department Head, City Manager~~ upon the loss of *an immediate family member* to enable the employee to attend the funeral as well as necessary family duties and responsibilities. Up to 1 day of paid funeral leave may be granted by the ~~Department Head City Manager~~ to attend the funeral of a relative who is not a member of your immediate family. Immediate family is defined as:

- (A) Husband
- (B) Wife
- (C) Mother (blood, in-law, adoptive, or step)
- (D) Father (blood, in-law, adoptive, or step)
- (E) Sister (blood, in-law, adoptive, or step)
- (F) Brother (blood, in-law, adoptive, or step)
- (G) Children (blood, in-law, adoptive, or step)
- (H) Grandparents (blood or step)
- (I) Grandchildren (blood or step)
- (J) Any relative (blood, in-law, adoptive, or step) who was living in your home at the time of death.

The granting of paid bereavement leave is not automatic but will depend upon the circumstances of each situation as determined by the ~~Department Head City Manager~~. The maximum amount of time will be granted only for attendance at the funeral or handling other necessary personal affairs.

Bereavement leave will be paid for all full-time employees, at the employee's base hourly rate of pay for scheduled work which will be missed and will not include differentials, premiums, or other forms of additional compensation.

9-4 Jury and Witness Duty

Employees will be granted leave for jury or witness duty. If the jury or witness service is completed during regular work hours, an employee is expected to return to work upon completion of the service. The employee ~~shall~~ **may either:** receive their regular pay when performing jury and witness duty if money received for jury or witness service is turned in to the City, **or use annual leave and keep any money received for jury or witness duty.** Verification of jury and witness duty will be required.

9-5 Military Leave

Employees who are drafted or called into active military duty will be granted leaves of absence without pay for their duration of military service.

Full-time permanent employees who serve as reserve members of the armed forces shall be granted military leave for attendance at annual training programs up to 15 working days per year. The City shall pay any deficiency

difference between the employee's regular salary and the compensation received for military training during such periods of time.

The City does not discriminate against any person who is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform service in a uniformed service, as defined by federal statute. The City will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment by the City on the basis of that membership, performance of service, application for service, or obligation. It is the City's policy to comply with all applicable statutes, including Employment and Reemployment Rights of Members of the Unified Services Act, 38 U.S.C. § 4301 *et seq.*, and Utah Code Ann. §§ 71-10-1 *et seq.*

9-6 Sick Leave

A. Purpose

As insurance against loss of income when employees are unable to perform their work due to their own personal illness or incapacitation, or that of a family member (as defined in C. below) for whom their attentive presence is required.

B. Accrual

All full-time regular employees shall receive sick leave **on a pro-rated, per pay period basis** at the rate of **10 days 2 weeks per year/ 3.08 hours per pay period** each year while employed. Sick leave may be accrued to an unlimited amount. However, there is a limit of 240 hours that will be paid at the time of retirement. ~~through the Utah State Retirement System (URS).~~ All amounts over 240 hours will be forfeited at the time of retirement. If an employee separates for other reasons than retirement through the URS, the employee will receive 50% of the amount accrued up to the maximum of 240 hours. Terminated employees ~~will~~ **may** not receive sick leave payout.

~~Accrual of sick leave is done on a pro-rated, per pay period basis.~~

C. Use of Sick Leave

When an injury or illness occurs causing an absence the employee should notify the Department Head or City Manager as soon as possible thereafter.

Accrued sick leave may be used, with the approval of the Department Head, for any of the following purposes:

1. Illness or injury to the employee.
2. Serious illness of immediate family members requiring the presence of the employee. Immediate family members are defined as follows: the employee's spouse, children (including step and foster), parents (including mother-in-law and father-in-law), grandparents and/or other dependents of the employee.
3. For personal or immediate family member visits to hospitals, clinics, dentists, etc., for diagnosis or treatment of illness or injuries, examination, and related purposes.

The Department Head, or in the absence of the Department Head, the City Manager (or ~~his/her~~ **their** designee), at ~~his/her~~ **their** discretion, may require that an injured or sick employee take sick leave and absent themselves from their place of employment.

D. Sick Leave Records

Use of sick leave, for all employees, must be promptly and accurately reported on the timecard and approved by the ~~Department Head~~ **supervisor** on the employee's time sheet.

E. Abuse of Sick Leave

Whenever there are reasonable grounds to believe the employee is abusing sick leave privileges, the City may require evidence of bona fide illness or other reason for taking sick leave by proof acceptable to the employee's Department Head. Abuse of sick leave privileges may be considered as grounds for disciplinary action.

9-7 Paid Holidays

The following days have been designated by the City as paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Pioneer Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- 1 day for Christmas
- 1 "floating" holiday

Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday. Department Heads will schedule work assignments so that whenever possible employees may observe the holiday schedule. Full-time regular employees are eligible for holiday pay beginning with their first day of employment. Employees who are required to work on a designated holiday will be paid ~~holiday pay plus~~ 1½ times their regular salary rate. Holiday pay will be based on an 8-hour regular workday.

9-8 Life and Disability Insurance

The City ~~is involved in~~ provides group medical, dental and life, ~~short~~ and ~~long term~~ disability insurance programs for its full-time regular employees, which has specified benefits for certain illnesses and injuries. Enrollment cards and a detailed schedule of benefits will be provided to the employee upon employment.

The City provides a basic life insurance policy for full-time regular employees. Additional coverage can be purchased by the employee if desired.

~~The City provides short-term and long-term disability insurance programs for its full-time regular employees, which have specified benefits for certain illnesses and injuries.~~

The short-term disability ~~policy benefit~~ can be applied for by an employee who has a nonwork-related illness/injury ~~occur~~. There is a required seven-day wait period. Application for the ~~policy short-term disability benefit~~ is at the discretion of the employee. The employee may elect to use their accrued sick leave in lieu of applying for short term disability benefits for the injury/illness; the policy will cover up to 60% of the employee's salary. Subject to the approval of the City, the employee may also elect to supplement the coverage with their accrued sick leave. The City will allow an employee to supplement the short-term disability pay with ~~sick~~ leave, up to, but not to exceed 16 hours per week or 32 hours in a pay period. The ultimate decision regarding the use of sick leave as a supplement to this benefit, shall belong to the City.

A long-term disability policy is provided for all full-time regular employees. If an employee becomes disabled due to a nonwork-related injury/illness they will need to contact the Human Resource Manager for more information on applying for this coverage.

9-9 Unemployment Compensation Benefits

~~An E~~employees whose employment is terminated may be eligible to receive unemployment compensation benefits, contingent upon the reason for the termination of the employment, the existence of a continued attachment to the labor market by the employee, and other factors. The determination of eligibility for unemployment compensation benefits, the amount of the benefits, and the duration of payments, if any, is made by the State of Utah Department of ~~Employment Security~~ Workforce Services, according to statutes, regulations, and case law decision. Questions regarding unemployment compensation benefits should be directed to the State of Utah Department of ~~Employment Security~~ Workforce Services.

9-10 Workers' Compensation

Any injury occurring on the job must be immediately reported to the employee's Department Head. The job-related injury shall be detailed on forms prescribed by the Utah Local Government Trust (ULGT), Utah **Industrial Labor** Commission, and the City. These forms must be completed and turned in to Human Resource within 24 hours following the incident producing the injury. These forms must be completed even if the employee is not treated by a physician.

Post-Accident Drug Testing is required of all City employees involved in the accident when:

- A. Medical treatment is provided to a citizen or employee. Testing should be completed when the employee is treated if possible or within 32 hours of treatment by a physician. If an employee reports an accident on the day it occurs but does not seek treatment by a physician for this injury until days or weeks later, the employee should be drug tested. ~~when the employee is treated or within 32 hours of receiving treatment.~~ Involved in the accident is defined as the employee(s) caused, failed to avoid, employee negligence or impairment, or other contributory factors determined by the Department Head; or
- B. Property damage exceeds One Thousand Five Hundred Dollars (\$1,500.00); or
- C. A work-related fatality occurs; or
- D. If a DOT recordable accident occurs – the driver must be drug tested within 32 hours and alcohol tested within 8 hours. An accident is considered to be a DOT recordable accident if any of the following conditions exist:
 - 1. Fatality, or bodily injury requiring medical treatment away from the scene.
 - 2. One or more vehicles are towed from the scene of the accident.

All employees for absences due to on-the-job injuries/illnesses:

- A. Will be paid regular pay through the end of their shift, if unavailable to return to work the day of the injury. Proper documentation from the physician is required.
- B. Follow up appointments should be scheduled outside of normal scheduled shift. If unable to schedule outside of shift, employee will obtain Department Head approval and receive regular pay for all time spent waiting for or receiving treatment.

All employees will receive workers compensation benefits for lost time accidents:

- A. After the employee completes the **sState** waiting period (24 working hours / 3 days), with retroactive benefits if disability lasts 14 days or longer.
- B. Employees may use available sick, vacation or compensatory time pay for waiting period.
- C. Employees may not use sick, vacation or comp time while receiving workers compensation pay.
- D. On the job injuries/illnesses do qualify for Long Term Disability, although LTD benefits will be reduced by workers comp benefits received. If an eligible employee is expected to be out over 90 days, contact Human Resource Manager for information.

Return to work:

- A. Employees may be placed on transitional duty if a suitable position exists within the limitations specified in writing by the physician.
- B. Employees returning to work on transitional duty ~~will be~~ **are** advised ~~by the Department Head that~~ the accommodations are temporary and the exact job duties are subject to change.
- C. Any employee refusing transitional duty will not receive workers compensation benefits.
- D. No employee will be allowed to return to regular duty until a release to return to regular duty is provided from an approved and informed physician.

9-11 Employee Recognition

Retirement Years of service awards (**gift cards**) and **retirement** recognition (open houses, dinners, luncheons, bonus, etc.) ~~for retirement of full-time employees.~~

< 5 years' service

No funding

Informal by and through co-workers

> 5 years' service < 10 years

City funding of \$10 per year of service for a thank-you gift

No funding for Dinners, Luncheons

> 10 years' service < 20 years

City Funding of \$15 per year of service as a thank-you gift

> 10 years' retirement < 20 years

A City employee level dinner or luncheon

> 20 years' service

City funding of \$25 per year of service for a thank-you gift

> 20 years' retirement

A Department level dinner or luncheon

An open house with City funded refreshments

9-12 Family and Medical Leave Act (FMLA) Policy

A. Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or childbirth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.

Leave taken under this policy shall not exceed twelve weeks of leave in any twelve-month period. The twelve-month period shall be a "rolling" twelve-month period that shall be measured backward from the date the leave is used.

B. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active-duty status in the regular armed forces, National Guard, or Reserves, deployed to a foreign country may use their 12-week leave entitlement to address qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative

childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings; and taking leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting, or transferring the parent to a care facility, or attending meetings with staff at a care facility.

The amount of time an eligible employee may take for rest and recuperation qualifying exigency leave is a maximum of 15 calendar days.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave during a single 12-month period to care for a family member who is a covered servicemember who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves or a veteran, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. It also includes injuries or illnesses that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces.

A serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
2. A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50% or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

C. Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The employer's obligation to maintain health benefits under FMLA stops if and when the employee informs the employer of intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The employer's obligation also stops if the employee's premium payment is more than 30 days late and the employer has given the employee written notice of at least 15 days in advance advising that coverage will cease if payment is not received.

Other benefits such as seniority or paid leave need not be maintained during periods of unpaid FMLA leave, provided that such benefits do not accrue for other employees on other types of unpaid leave. For benefits such as elected life or disability insurance that could be lost if not maintained, the employer and the employee may make arrangements to continue benefits during periods of unpaid FMLA leave to ensure the employee will be eligible to be restored to the same benefits upon returning to work.

D. Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 1 year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles, or the employer is a public agency. Morgan City is a covered employer.

E. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

F. Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

G. Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Morgan City requires employees on FMLA leave to take accrued sick leave as permitted in the sick leave policy or accrued annual leave. If all paid leave is exhausted prior to the end of the leave period, the leave shall be unpaid. However, if an employee remains on the City's health insurance, and/or other eligible benefits requiring employee payment, and it appears he/she will exhaust accrued leave prior to finishing FMLA leave, the City may opt to reserve an adequate amount of sick or annual leave to cover the employee's benefit payments for the remainder of the FMLA period via payroll deduction.

A male employee taking FMLA for the birth and care of their newborn child or for the placement with the male employee of a child for adoption or foster care will be allowed to take up to 2 weeks of sick leave as permitted in the sick leave policy. If a male employee requests to use more than 2 weeks of sick leave, approval from the City Manager will be needed.

H. Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient

information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Additional employee requirements include:

1. Apply for FMLA leave by providing written notice to the employer when use of sick or annual leave for personal or family member illness or injury is expected to be in excess of 3 days, as such leave will be considered FMLA-qualifying until determined otherwise.
2. Once an employee has missed 96 hours of work due to a condition(s) that qualifies under the FMLA over a rolling 12-month period, that employee will be required to apply for FMLA leave.
3. Where the employer was not made aware that an employee was absent for FMLA reasons due to the employee's forgetting to notify the employer, the employee must provide the City with timely notice (generally within 3 business days from the time the employee, or a designated person, is capable of giving notice) that leave was taken for an FMLA-qualifying reason.
4. Employees requesting leave for their own serious health condition or for the serious health condition of a family member are required to provide the employer a complete and sufficient medical certification within 15 days of the employer's request for the certification. If leave is foreseeable, medical certification is required prior to the start of leave. (Morgan City FMLA leave certification forms are available from the Human Resource Manager.)
5. Provide second and third medical opinions at the employer's expense when requested. (The employer cannot choose a health care provider it regularly employs for opinions.)
6. Advise the employer if the leave is needed intermittently or on a reduced schedule basis. If so, notify the employer for each absence whether or not it is related to the serious health condition.
7. Make a reasonable effort to schedule any intermittent leave for medical treatments so it does not unduly disrupt the employer's operations.
8. Comply with arrangements to pay the employee portion of the group health insurance and other non-health benefits, if eligible.
9. The employee shall periodically advise the employer of his/her intent to return to work at the conclusion of leave.
10. Inform the employer of any changes in contact information while FMLA leave is being taken.
11. Inform the employer of any changes in the circumstances for which FMLA leave is being taken.
12. Provide the employer with a fitness for duty certification, when requested by the employer, when leave was taken for the employee's own serious health condition.
13. If the employee does not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave; 2) the continuation, recurrence, or onset of a covered service-member's serious injury or illness which would entitle the employee to FMLA leave; or 3) other circumstances beyond the employee's control, the employee may be required to reimburse the employer for its share of health insurance premiums paid on the employee's behalf during the FMLA leave.

I. Employee Requirements While on FMLA Leave

1. Employees are prohibited from working for another employer or engaging in any productive work of a compensable or non-compensable nature while taking FMLA leave (29 CFR 825.312(h)).
2. Employees are prohibited from engaging in any activities other than recovery and necessary medical treatment/appointments while taking FMLA leave for a serious health condition (29 CFR 825.114).
3. The employer may require the employee to call in periodically during the day while on FMLA leave and/or require the employee to notify the employer when he or she is leaving home, has returned home, and his or her whereabouts while out of the house, etc.

J. Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA within 5 business days. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for their ineligibility. The employer is obligated to inquire if it needs additional information to determine whether the leave qualifies for FMLA protection.

The covered employer has 5 business days after obtaining sufficient information to determine whether the requested leave is FMLA-qualifying to give employees a designation notice, informing employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

The regulations provide that the employer may give an employee both the eligibility and designation notices at the same time when it has adequate information to designate the leave as FMLA-qualifying immediately after receiving notice that the employee needs leave.

Additional employer responsibilities include:

1. Provide requirements for furnishing medical certification for a serious health condition and the consequences of failing to do so.
2. Provide information and requirements concerning the employee's payment of the employee's portion of the group health insurance; and consequences for failing to make timely payments; and circumstances under which coverage might lapse.
3. Provide information concerning the employee's potential liability if the employer makes the employee's health insurance premium payments while the employee is on unpaid FMLA leave if the employee fails to return to work.
4. If the employer has the requisite knowledge that leave was FMLA-qualified and fails to so designate it and give the required notice, the employer will not designate the leave as FMLA leave retroactively. In such circumstances, the employee is subject to the full protections of the FMLA, but none of the absence preceding the employer's notice to the employee may be counted against the employee's 12-week FMLA entitlement. If the employer learns that leave is for an FMLA purpose after leave has begun, the entire, or some portion of the paid leave may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave after the employee has returned to work, with two exceptions:
 - i. If the employee was absent for an FMLA reason and the employer did not learn of the reason until the employee's return (e.g., where the employee was absent for only a brief period), the employer may, upon the employee's return to work, promptly (within 2 business days of the employee's return to work) designate the leave retroactively with appropriate notice to the employee. If leave is taken for an FMLA reason, but the City was not aware of the reason, the employee must notify the City within 2 business days of returning to work of the reason for the

leave, otherwise the employee may not subsequently assert FMLA protection for the absence.

- ii. If the employer knows the reason for the leave but has not been able to confirm that the leave qualifies under FMLA, or where the employer has requested medical certification, which has not yet been received, or the parties are in the process of obtaining a second or third medical opinion, the employer should make a preliminary designation, and so notify the employee in writing at the time leave begins, or as soon as the reason for the leave becomes known. Upon receipt of the requisite information, which confirms the leave is for an FMLA reason, the preliminary designation becomes final. If the medical certifications fail to confirm an FMLA reason for the leave, the employer will withdraw the designation with written notice to the employee.

K. Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

L. Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

The application of this policy and any inconsistencies, conflicts or issues that arise shall be governed by the provisions of the Family Medical Leave Act of 1993, its amendments and revised regulations issued in 2009, and the applicable federal regulations, which interpret the Act.

M. Leave Without Pay

A leave of absence without pay is an approved temporary absence from work in which the employee does not lose status as a regular employee. An employee must first use all accrued annual leave before leave without pay will be granted. If the leave is for a qualifying health-related reason, all accrued sick leave must also be used before leave without pay will be granted (Exceptions: see FMLA Leave (10) and Military Service (4b)).

N. Requests for Leave Without Pay (LWOP)

In order to be considered for leave without pay, an employee must present a written request to the City Manager. Leave without pay may be considered for reasons of disability, personal reasons, or military service. To be eligible for consideration, employees must state in writing the reason for the requested leave, the date the leave is to commence and the date on which the employee expects to return to work. City Manager should consider individual requests in view of urgency, the individual's length of service, and the over-all effect the absence will have on the operation of the department. Leave without pay may then be granted for up to 12 months (including unpaid FMLA leave) upon approval by the City Manager. Such leave, beyond that provided by the FMLA, shall not be regarded as an acquired right by employees and may be granted only when it is determined that City services will not be adversely affected.

O. Penalty for Failure to Report at End of LWOP

Leave without pay shall not be granted unless there is a positive expectancy that the employee will return to work at the expiration of such leave. Failure of an employee to report to work

promptly at expiration of the approved leave period shall be considered a resignation unless there are extenuating circumstances and upon approval of the City Manager.

P. Employee Benefits During LWOP

Except as provided under the FMLA, and except for up to a 3-day grace period (two 24-hour periods in the case of a 24-hour shift employee) for only the City's portion of the health insurance as explained below, all employee benefits shall cease to accrue or be in effect immediately upon commencement of the leave without pay period. Health insurance benefits may be continued during the leave period if the employee pays (1) the employee portion of the premium through the grace period, and then (2) 100% of the full premium under the plan, which represents the City's share for the remaining days the employee is on leave without pay. A check covering the amount of the health insurance premiums due for the time the employee is on leave must be given to the Human Resource Manager prior to commencement of the leave period. If an employee does not elect to continue health insurance coverage during leave of absence without pay, it will be necessary to reapply for health insurance upon return from leave. The preexisting condition clause in the health insurance coverage will apply.

If an employee returns to work on a less than full-time basis following a leave without pay, the employee may become eligible for full benefits, including health insurance, if the employee's Department Head and the City Manager determine it is reasonable to return the employee to full benefits status based upon the amount of time being worked by the employee and the duration of the less than full-time status.

Q. Reinstatement

An individual given leave pursuant to this policy who returns to active service with the City on or before the expiration of such leave shall be entitled to a position in the same class and pay rate and seniority as was held prior to commencement of such leave. The employee shall also be entitled to the benefits accrued but not cashed out by the employee at the time the employee entered on such leave.

9-13 POLICY FOR EMPLOYEES AND CELL PHONE USAGE IN MORGAN CITY

A. Purpose

It is the practice of Morgan City to provide equipment, services, and other resources necessary to perform job-related duties in a professional manner. The City will provide a cell phone allowance to personnel pursuant to the terms of this policy. The purpose of this regulation is to document the policies related to the justification and usage of **personal** cell phones for City business.

B. Policy

Because of the nature of changing technology and the proliferation of personal cell phones, the practicality of purchasing City cell phones and trying to decipher the usage has become too burdensome and often impossible. It shall be the policy of the City to provide an allowance to each employee as provided below and for the purposes indicated in this policy. It is anticipated that a portion of the use of each employee's personal cell phone will be dedicated to City use as required by their job responsibilities.

C. Criteria

The criteria that justify the need for cell phone use include, but are not limited to the following:

1. To enhance the safety of the employee and/or the public.
2. To increase productivity or service to the public.

D. Cell Phone Allowance

It is determined to be in the best interest of the City to provide a monthly cell phone allowance to all full-time employees as provided below. The allowance will be non-taxable income to the

employee; however, it will not be considered as part of the employee's salary. The allowance is intended to cover the majority of expected City usage for an employee's personal cell phone and calling plan, recognizing that the employee retains the benefit of personal usage and having control over the equipment and plan selected. The level of the allowance will be as provided below. The City will review and set the amounts to be provided for allowances on an annual basis. Where there is a question of who is eligible for the cell phone allowance, such determination shall be made by the City Manager.

E. Cell Phone Usage

Employees receiving a cell phone allowance agree to the following:

1. Employee will purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. Employee agrees that he/she is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.
2. Employee agrees that he/she is responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.
3. Employee will promptly report to the Department Head any updates or changes regarding cell phone numbers or plan changes that could impact the access to cellular service.
4. Employee agrees to carry the cell phone with them, keep it charged and in operational condition, use it appropriately, and be accessible for City use of the cellular phone device as required for their respective position.
5. Employee agrees that being available by cell phone doesn't necessarily constitute on-call or overtime for the employee unless approved by Department Head or City Manager.
6. Employee agrees to answer cell phone professionally and reflect positively on the City. Employee also agrees to provide an appropriate greeting for calls which may go to voicemail.
7. Violation of this policy may result in temporary or permanent suspension of the cell phone allowance.

F. Cell Phone Allowances

Full-time employees – Thirty Dollars (\$30.00) per paycheck (246 pay periods) or otherwise approved by resolution of the City Council.

~~G. Transition Provisions for Existing City Owned Cell Phones~~

~~The City Manager may allow an existing City-owned cell phone, currently assigned to an employee, to be transitioned to that employee's private cell phone service plan and make reasonable accommodations to do so.~~

CHAPTER 10 RETIREMENT BENEFITS AND PENSIONS

10-1 Retirement Plan

- A. Morgan City participates in the Utah State Retirement system for all full-time ~~and full-time exempt~~ employees. ~~Full-time exempt employees will be eligible for Utah Retirement Systems.~~
- B. Employees shall notify their Department Head at least ~~90~~ 30 days prior to their anticipated retirement date to make arrangements for commencement of applicable retirement plan benefits and to allow for replacement of the retiring employee.
- C. Employee participation in a retirement plan does not in any way constitute a contract of employment nor a guarantee of employment with the City until retirement.
- D. Elected Officials are considered as part-time employees for retirement purposes. Tier 1 Elected officials are those with URS service prior to July 1, 2011 and may participate in the defined

benefit plan or exempt from retirement coverage, once they meet the salary requirement outlined in your URS Employer's Guide. Part-time elected officials are ineligible under Tier 2, so no statutory contributions are required.

10-2 Retiree Health Insurance Program

It is Morgan City's desire to offer a Retiree Health Insurance Program that will provide medical benefits to certain retiring employees that meet specific criteria. The Retiree Health Insurance Program is the same plan that active employees have. Employees choosing to participate in the Retiree Health Insurance Program are treated as all active employees, as far as open enrollment, rate changes, etc. are concerned.

A. Eligibility Requirements

To participate in the Retiree Health Insurance Program, the employee must meet the following eligibility criteria:

1. The person retiring has worked for the City for at least 20 years and is eligible for URS retirement by age or service.
2. The City will pay the health insurance premium for the employee up to 5 years or until the date the employee is eligible for Medicare, whichever is shorter.
3. The employee shall be responsible for any difference in premium for insuring a spouse or other dependents.
4. This policy is not intended to create a contract between the City and the employee and may be revoked upon a subsequent determination of the City Council.

B. Payment of Premium

The retiree is responsible to pay the full premiums on a monthly basis for any differences in premiums for insuring a spouse or other dependents.

Premiums shall be paid in advance, due on the first day of each month. Failure to pay the premium within 30 days at any time during coverage will result in cancellation of coverage. Once coverage is cancelled for non-payment, the retiree cannot be reinstated in the program.

C. Enrollment

Employees planning to enroll in the Retiree Health Insurance Program should contact the Human Resource Manager at least 30 days prior to their scheduled retirement date to arrange for enrollment. Retirees who do not choose to participate in the program within the COBRA election period are not eligible to participate at a future date.

10-3 Final Year Retirement Benefit

A. Overview

Morgan City has created an optional bonus policy to support retiring employees in their final year of service. Recognizing the City has limited staff and lacks the funding to hire multiple people in the same role, this policy will assist the City in succession planning. The policy gives the employee an incentive to be productive in their final months of service and provide their replacement with the institutional knowledge for a smooth transition.

B. Policy

This policy is completely optional and should only be used after careful consideration by the employee. The participating employee will declare a retirement date and contract to retire within one pay period of the declared date. The declared retirement date may be no more than one year and no less than 90 days from the date the benefit begins. Only in exceptional circumstances may the employee move the declared retirement date up, but no sooner than 90 days giving the City time to make adjustments in replacing the employee. In no circumstance can an employee extend the declared retirement date.

Upon declaring a retirement date the eligible employee will receive a two-step (approximately 6%) pay increase for each pay period until the declared retirement date. The two-step pay increase is contingent on available steps in the employee's current salary range. If the employee only has one step available they will receive the final step (approximately 3%) maxing out their salary range. If the employee has already maxed out their salary range they are not eligible for the benefit.

Upon declaring a retirement date the employee will enter into a contract to retire and will commit to performance goals agreed upon between the employee and City Manager in consultation with the Department Head. The goals should answer the following questions; what can the employee do to retire on a high note, and what can the employee accomplish to leave the City in the best situation to replace the retiring employee?

CHAPTER 11 COMPENSATION AND WORK HOURS

11-1 Employee Compensation

A. Overview

Morgan City's compensation policies and programs are designed to assist in creating an environment which will:

1. attract, develop, retain, and reward high quality staff at all levels of responsibility;
2. pay wages and salaries which are competitive with the prevailing rates for similar employment in the labor markets;
3. maintain a compensation program that promotes ease of administration;
4. comply with all state and federal laws and regulations.

B. Compensation Model

The City has adopted by ordinance a **range and** step schedule for each employee position.

C. Annual Adjustments

1. Date of Adjustment – Each year during the budget process the City Council shall consider cost of living adjustments. If such an adjustment is given, it will take effect July 1st of that year.
2. Budget Shortfalls – In the event the annual cost of the step increases exceeds the amount approved by the City Council for the payroll budget, all schedules will be adjusted by the same percentage reduction to conform to the budget. These budget cuts will be approved by the City Council.

11-2 Work Hours

Regular and prompt attendance at work is required of all employees.

When an employee has not scheduled time-off with his/her Department Head and does not report at the regularly scheduled time, the employee shall be considered absent.

An employee is entitled to 2 compensated 15-minute work break periods in a workday. If an employee chooses to not take a break, no additional compensation will be given. **15-minute breaks must be taken after 1 hour of work in the beginning and 1 hour before the end of the day. The 15-minute breaks must also be taken 1 hour before and after lunch.**

An unpaid meal period is provided to each full-time employee. The normal meal period should occur approximately halfway through the workday. However, certain departments may require alternate meal periods. The length of the meal period may vary from 30 minutes to 1 hour according to the needs of the department.

An employee is entitled to 2 compensated 30 – minute breaks per week on 2 separate work days for wellness. This 30 minute break can be combined with one of the 15 minute breaks or lunch break if the needs of the

An employee is entitled to 2 compensated 30 – minute breaks per week on 2 separate work days for wellness. This 30 minute break can be combined with one of the 15 minute breaks or lunch break if the needs of the department are met. The employee must use the time for wellness including a walk, ride a bike, attending a gym, yoga, meditation, or other form of recognized wellness activities.

11-3 Overtime and Compensatory Time (Comp Time)

All overtime hours shall be accounted for by the employee on the time sheet during which the hours were worked. Compensatory or Overtime will be paid after an employee has met the **40-hour regular time requirement. Exceptions would be in emergency cases before or after the normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 p.m., Fridays. (Snow removal, electrical outages, burials, sewer, and water line breaks.) There will be a 2hour minimum for callout time. Callout hours will not count toward the 40-hour work week. **It is expected that employees will not accrue overtime on weeks when they telecommute at least one day.**

(**All employees (as determined by the Fair Labor Standards Act (FLSA)) must be paid time and one half or given compensatory time (comp time) at the rate of time and one half for all hours worked over 40 hours per work week.)

- A. Employees shall not maintain a comp time balance greater than 80 hours compensatory time and this time must be used within 180 days of accrual unless approved by Department Head.
- B. When an employee terminates employment with the City, the employee must be fully compensated for all unused comp time.

Overtime and callout hours need to be pre-approved by the employee's Department Head. Pre-authorization may be verbal.

When an employee wishes to make-up time lost, the make-up time must be pre-approved by the employee's Department Head and will be paid on a one-to-one basis and is not eligible for overtime or compensatory time, provided the time is made up in the same **pay-period work week.**

11-4 Pay Periods

The City operates on a bi-weekly pay period.

11-5 Time Reporting

All employees must fill out a timesheet (or clock in and out) as provided by the City. These timesheets are used to compute leave and earnings and are kept in accordance with State records retention requirements. Because timesheets represent a legally protected financial claim on City resources, any misrepresentations or falsification on an employee's personal or another employee's timesheet could be grounds for immediate disciplinary action including termination.

It is every employee's responsibility to verify, the accuracy of all time recorded. The Department Head or City Manager will review and approve the timesheet before submitting it to the payroll department for processing, by the Wednesday following the end of the pay period.

CHAPTER 12 SUBSTANCE ABUSE AND DRUG FREE WORKPLACE

12-1 Policy Statement

The City believes that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of the quality of services rendered by the City are important. The abuse of drugs and alcohol creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Therefore, the City hereby adopts this Policy for testing employees and prospective employees as related to drugs and alcohol in the workplace.

- A. In order to achieve a drug-free workplace, employees, and applicants-as a condition of employment shall be required to participate in alcohol and drug testing:

1. When an applicant has been extended a conditional offer of employment but before beginning work;
 2. When there is a reasonable suspicion to believe that the employee is in an impaired state;
 3. When the employee has been involved in an “on duty accident” or unsafe work practice;
 4. On a random basis (as described in part 12.3.E. Random Testing);
 5. As a condition for return to duty after testing positive for controlled substances or alcohol; and
 6. As part of follow-up procedures to employment related drug or alcohol violations.
- B. Applicants for all **other** positions shall, as a condition of employment, be required to participate in alcohol and drug testing after the applicant has been extended a conditional offer of employment but before beginning work.

12-2 Drug & Alcohol Testing Policy Definitions

For the purposes of this policy:

“Alcohol” Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized, or found.

“Drugs” used in this policy refer to and include all drugs, paraphernalia, controlled substances, or mood or mind-altering inhalants, any of which were not prescribed by a licensed physician/dentist in the United States for the person taking or in possession of the drug or substance, or which have not been used as prescribed or directed.

“Drug Paraphernalia” means objects used to manufacture, compound, covert, produce, process, prepare, test, analyze, pack, store, contain, conceal, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.

“Employee” means any person in the service of the City whether for compensation or as a volunteer.

“Prospective employee” means any person who has made application for employment with the City and to whom the City has offered employment, conditioned upon the results of a drug and alcohol test.

“Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal statutes.

“Criminal Drug Statute” means a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“MRO” means Medical Review Officer, charged with reviewing and interpreting test results and determining any alternate medical explanations.

“Drug Policy Coordinator” is the City employee specifically designated to administer the Drug and Alcohol Testing Policy and through whom any procedures, or disciplinary or rehabilitative action regarding this policy, must be reviewed and approved. The Drug Policy Coordinator is the City Manager or other person designated by the City Manager.

“CDL-Commercial Driver’s License” is the license required to operate a commercial vehicle.

“Positive Test” means any test result showing a blood alcohol content of 0.02 or greater or the presence of any controlled substance in the test subject.

“Refusal to Submit to Testing” means failure to provide a testing sample without a valid and verified medical explanation, after the employee has received notice that he/she is being tested and a sample is required or engages in conduct that clearly obstructs the testing process.

“Reasonable Suspicion” means knowledge sufficient to induce an ordinarily prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.

“Safety Sensitive Duties” means any duties requiring a Commercial Driver’s License, any other duties or positions deemed safety sensitive.

12-3 Testing Policy

It is the policy of the City to test employees and prospective employees for the presence of drugs or alcohol, according to the provisions set forth below, as a condition of hire or continued employment. Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. The City shall consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

The City shall require the testing of employees and prospective employees, including management, on a periodic basis, under the following circumstances and purposes:

A. Pre-Employment Testing

All prospective employees shall be tested for drug or alcohol usage prior to being placed for employment. All job applicants shall be informed of the policy at the pre-employment interviews. A copy of this policy shall be available for review by all job applicants. All prospective employees shall be required, prior to being hired by the City, to sign the acknowledgment form, agreeing to abide by the terms of this policy. The City will exclude from employment any job applicant or prospective employee who refuses to abide by the terms of this policy. Any prospective employee whose pre-employment drug and alcohol test results in a confirmed positive and who does not have a medically sufficient explanation (as determined in the sole, but reasonable, discretion of the MRO), may reapply for employment with the City after six months from the date of such test. If the City hires a prospective employee, he or she must have first successfully passed the above-referenced pre-employment drug and alcohol test, and thereafter he or she will be subject to all the procedures and requirements for drug and alcohol testing as set forth in this policy.

In addition, any employee who has taken an extended leave of absence of six months or longer must be retested under this section before returning to work.

B. Reasonable Suspicion (For Cause) Testing

1. When a designated Department Head makes a determination that there is a reasonable suspicion to believe that an employee is using, is under the influence of, or is in possession of alcohol or controlled substances at work, the employee shall be subject to drug/alcohol testing.
 - a. The Department Head making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulable observations concerning the appearance, behavior, speech, or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.
 - i. The required observations underlying reasonable suspicion testing must be made by a Department Head or City Manager who has received at least 2 hours of training on the physical, behavioral, speech and performance indicators of alcohol and drug use.
 - ii. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the Department Head or City Manager within 24 hours or before the results of the test are announced, whichever is later.
 - b. Reasonable suspicion testing may not be conducted by the same Department Head who makes the reasonable suspicion determination.
2. Special requirements associated with reasonable suspicion alcohol testing.

- a. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding or just after the performance of safety sensitive functions.
 - b. If an alcohol test is not administered within 2 hours following the identification of reasonable suspicion, the Department Head shall prepare and maintain documentation stating why the test was not administered within 2 hours.
 - c. If an alcohol test is not administered within 8 hours following the identification of reasonable suspicion, the Department Head shall cease attempts to ~~have administer~~ an alcohol test ~~administered~~ and shall prepare and maintain documentation stating why the test was not administered within 8 hours.
3. Special requirements associated with reasonable suspicion drug testing.
 - a. If a drug test is not administered within 32 hours following the identification of reasonable suspicion, the Department Head shall cease attempts to ~~have administer~~ a drug test ~~administered~~ and shall prepare and maintain documentation stating why the test was not administered within 32 hours.
 4. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties, which his/her Department Head deems dangerous to himself/herself or others until the results of the tests are received and the employee is released back to work by the City Manager or ~~his~~ ~~their~~ designee.

C. Return to Duty Testing

If the City returns to duty an employee who is assigned to a safety sensitive position after he or she has voluntarily sought rehabilitation for drug or alcohol abuse and has successfully completed rehabilitation, such employee shall be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.

D. Post-Accident Testing

Post-accident testing on employees ~~assigned to safety sensitive positions*~~ will be conducted on employees involved in an ~~at work~~ accident when:

1. Medical treatment is provided to a citizen or employee. Testing should be completed when the employee is treated if possible or within 32 hours of treatment by a physician. If an employee reports an accident on the day it occurs but does not seek treatment by a physician for this injury until days or weeks later, the employee should be drug tested when the employee is treated or within 32 hours of receiving treatment. Involved in the accident is defined as the employee(s) caused, failed to avoid, employee negligence or impairment, or other contributory factors determined by the Department Head; or
2. Property damage exceeds Five Hundred Dollars (\$500.00); or
3. A work-related fatality occurs; or
4. If a DOT recordable accident occurs – the driver must be drug tested within 32 hours and alcohol tested within 8 hours. An accident is considered to be a DOT recordable accident if any of the following conditions exist:
 - a. Fatality, or bodily injury requiring medical treatment away from the scene.
 - b. One or more vehicles are towed from the scene of the accident.

E. Random Testing

Employees assigned to, or performing, safety sensitive duties* are subject to random drug/alcohol tests.

1. Random tests shall be:
 - a. unannounced; and

- b. reasonably spread throughout the year.

Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.

2. Employees required to hold a Commercial Driver's License (CDL) and drive commercial vehicles as a condition of employment may be tested as required by federal and/or state law.
3. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
4. Individuals will be sent to an outside clinic or testing facility licensed to perform such tests. If an employee is sent to an outside clinic for a "Reasonable Suspicion" test, the employee must be driven to the facility by the Department Head or his/her designee. The employee must then be put on administrative leave until the results of the test are available. The Department Head must make arrangements or help the employee make arrangements to get home without driving him/herself.
5. The City shall pay all costs of testing and transportation associated with a test required by the City.
6. All sample collection and testing shall be performed under the following conditions:
 - a. The collection of samples shall be performed under reasonable and sanitary conditions.
 - b. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
 - c. The collection of samples shall be documented, and the documentation procedures shall include labeling of samples, to reasonably preclude the probability of erroneous identification of test results. An opportunity shall be provided for the employee or prospective employee to provide notification of any information that he or she considers to be relevant to the test, including identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information.
 - d. Sample collection, storage, and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination, or adulteration.
 - e. Sample testing shall conform to scientifically accepted analytical methods and procedures.
 - f. Testing shall include verification or confirmation of any positive initial screening test by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable method.
7. In the case of urine testing, an employee or prospective employee will submit a split urine sample. A split urine sample shall consist of at least 45 ml of urine. The urine shall be divided into 2 specimen bottles, with at least 30 ml of urine in one bottle and at least 15 ml of urine in the other. If the test results of the 30 ml urine sample indicate the presence of drugs, the donor of the test shall have 72 hours from the time he is so notified to request, at his option that the 15 ml urine sample be tested for the indicated drugs, the expense of which shall be divided equally between the donor and the City. The test results of both samples may be considered at any subsequent disciplinary hearing. If the second test is negative, and the employee is exonerated in the subsequent disciplinary process, the employee will not need to pay the employees' portion of the costs for the second test.

8. Drug and alcohol testing will be conducted in compliance with federal, state, and local laws, including but not limited to Utah Code Ann. § 34-41-101 *et seq.*

*Safety sensitive positions are defined as any employee working for the Public Works Department.

12-4 City Action

Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy (and in the case of urine testing after providing the employee or prospective employee notice of the result of the initial test and the option to have the 15 ml urine sample tested), or upon the refusal of any employee or prospective employee to provide a sample, the City may use that test result or refusal as the basis for disciplinary or rehabilitative actions, which may include, but not be limited to, the following:

- A. Termination of employment.
- B. Refusal to hire a prospective employee.
- C. Any other disciplinary measures in conformance with the City's practices, policies, or procedures.

12-5 Confidentiality

The information received from the drug testing results shall be the property of the City. Test results information may be released to the person who has been tested upon written request.

12-6 Workplace Rules

Employees who possess, dispense, manufacture, or distribute alcohol, drugs, or drug paraphernalia on City premises, or on City time may be subject to disciplinary action, including termination.

Employees undergoing prescribed medical treatment with a drug that may alter physical or mental abilities must report that to their Department Head.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of these drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions.

There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, and by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and then act accordingly.

Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her Department Head of the type of medication and time period over which said medications will be taken. The Department Head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resource Manager, the City Manager, and/or medical professionals.

Any employee who chooses or is medically required to ingest such a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work.

For the purpose of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

Any employee convicted of violating a criminal drug statute must notify the City Manager within 5 days of conviction. The City may take appropriate disciplinary or rehabilitative actions as a consequence.

No employee may use or be under the influence of drugs or alcohol on the City's premises, in the City's vehicles, or any time the employee is representing the City on City business, except in cases involving a current, prescription prescribed in the United States, or over-the-counter drug, taken as prescribed or directed, and in conformance with this policy.

12-7 Miscellaneous

A copy of the City's Drug and Alcohol Testing Policy shall be distributed to all employees, and all employees shall be required to acknowledge receiving, reading, and acknowledging the policy. Copies shall be made available to prospective employees.

Employees wishing assistance with overcoming drug or alcohol abuse may contact their Department Head or the Drug Policy Coordinator for information about counseling and rehabilitation programs.

12-8 Acknowledgment of Policy

The City shall require each employee to read this policy and sign a form, acknowledging that they have received and read a copy of this policy and agree to abide by its terms as a condition of continued employment. The signed acknowledgment shall be kept in each employee's personnel file.

12-9 Drug and Alcohol Policy Not a Contract

This Drug and Alcohol Testing Policy is the unilateral action of the City and does not constitute an express or implied contract with any person affected by or subject to the policy. Neither this policy nor any action taken pursuant to this policy assures or guarantees employment or any terms of employment to any person for any period of time. The City may alter, terminate, or make exceptions to this policy at any time, at the City's sole discretion.

CHAPTER 13 SEXUAL HARASSMENT/DISCRIMINATION POLICY AND PROCEDURE

13-1 Prohibition Against Sexual Harassment/Discrimination

All employees of the City have the legal right (Title VII of the Civil Rights Act of 1964 which makes it unlawful to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, ethnicity, disability, genetic information, or national origin.) to work in an environment free from sexual harassment and discrimination. In addition, it is an objective of the City that all individuals making application for employment with the City may expect an environment free from sexual harassment and discrimination.

Sexual harassment and discrimination are unlawful activities which violate City policy and are prohibited. It is unacceptable behavior that will not be tolerated at any level. Any employee who engages in any form of sexual harassment or discrimination shall be subject to disciplinary action, up to, and including, termination.

Sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- B. An employment decision is based on an individual's acceptance or rejection of such conduct.
- C. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

It is also unlawful to retaliate or take reprisal in any way against anyone who has filed a complaint about sexual harassment or sexual discrimination or any other type of discrimination.

The City and its Department Heads, employees and agents are under a duty to investigate or eradicate any form of sexual harassment, sex discrimination or any other type of discrimination or complaints about such conduct.

In addition to prohibiting sexual harassment or discrimination by its employees, the City will not tolerate sexual harassment or discrimination towards its employees by its citizens, contractors and/or vendors. Likewise, employees are prohibited from engaging in harassment, discrimination, or retaliation towards citizens, contractors, or vendors.

The City's management is committed to vigorously enforcing this prohibition of Sexual Harassment and Discrimination at all levels of the organization. This prohibition against Sexual Harassment and Discrimination is in effect at all times and in all places.

13-2 Statement of Penalties for Misconduct

An employee's commission of acts of sexual harassment, discrimination and/or retaliation will result in disciplinary action up to and including termination.

13-3 Reporting Violations of Sexual Harassment/Discrimination

Employees are required to report violations of the City's Sexual Harassment/Discrimination Policy when they first feel they have been sexually harassed or discriminated against or have observed harassing or discriminating conduct against another. The following procedure will guide the investigation of sexual harassment or discrimination claims:

Employees must file a sexual harassment or discrimination complaint in writing with any one of the following individuals:

- A. Department Head
- B. Human Resource Manager
- C. City Attorney or Assistant Attorney
- D. City Manager

If an employee verbally makes a complaint and does not follow up with a written complaint, it will be investigated, and the employee will be encouraged to provide it in writing.

The City Administration will promptly conduct a thorough investigation of the alleged sexual harassment or discrimination complaint. Confidentiality will, to the extent practical, be protected.

Any employee of the City who is accused of sexual harassment or discrimination shall not question, coerce, intimidate, or retaliate in any way during or after the investigation against the person who has filed a complaint of sexual harassment or discrimination or against any persons that have provided information concerning the complaint. During the investigation, the City may adjust work and staffing schedules to ensure the propriety of the investigation and to avoid potential conflicts.

All employees shall fully cooperate in any investigation of sexual harassment, discrimination, or retaliation. Disciplinary action will be taken against any employee failing to report, obstructing, or not fully cooperating with any investigation of sexual harassment, discrimination, or retaliation.

CHAPTER 14 WORKPLACE VIOLENCE

14-1 Workplace Violence and Policy Statement

The City is committed to providing, in so far as it reasonably can do so within available resources, a safe environment for working and conducting business. The City will not tolerate acts of violence or hostility committed by City employees, or against City employees by members of the public while on City property or while the City employee is performing City business at other locations. The objective of this policy is to reduce the potential for violence in and around the workplace, to encourage and foster a work environment that is characterized by respect and healthy conflict resolution, and to mitigate the negative consequences for employees who experience or encounter violence and/or hostility in their work lives.

14-2 Workplace Violence Definitions

The work violence in this policy shall mean an act or behavior that:

- A. is physically assaultive;
- B. consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- C. would be interpreted by a reasonable person as having potential for physical harm to the individual;

- D. a reasonable person would perceive as menacing;
- E. involves carrying or displaying non-permitted weapons, destroying property, throwing objects, or displaying permitted weapons in a manner reasonably perceived to be threatening;
- F. consists of a communicated or reasonably perceived threat to destroy property; or
- G. conduct that creates an intimidation, hostile work environment outside of the discipline procedures outlined in this policy.

Violent actions on City property, in City facilities or while on City business will not be tolerated or ignored. Any unlawful violent actions committed by employees or members of the public while on City property or while using City facilities will be prosecuted as appropriate and may result in disciplinary action, up to and including termination. Employees must immediately report to their supervisor all incidents of workplace violence.

CHAPTER 15 RISK MANAGEMENT AND SAFETY

15-1 Employee Liability

An employee who becomes aware of any occurrence which may give rise to a lawsuit, receives a notice of claim, or is sued because of an incident related to his employment, shall give immediate notice to his/her Department Head and the City Manager.

15-2 Incentive Program

The City may adopt an employee incentive program to promote workplace safety, performance, and/or health and reduce the negative impacts of accidents, property damage, and insurance costs. The City Manager has the discretion to implement and make changes to an incentive program. The successfulness of incentives will be evaluated and reported to the City Council annually using insurance claims, workers compensation claims, and employee engagement (feedback) as indicators of success. The City Manager may include any other performance indicators, performance plans, and employee evaluations in such program as appropriate for workplace improvements. The funding for incentive programs will be included in the annual budget and incentives approved by the City Council as changes are made.

CHAPTER 16 EMPLOYEE CODE OF ETHICS

16-1 Prohibited Conduct

No current employee or officer, as specified, shall:

A. Disqualification from Acting on Morgan City Business

1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
2. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
3. Fail to disqualify him or herself from acting on any transaction which involves Morgan City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;

4. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Morgan City or any City agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Morgan City or City agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.

B. Improper Use of Official Position

1. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Morgan City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person.
2. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
3. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the City; provided that this subsection shall not apply to any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance.
4. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Morgan City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

C. Accept Gifts or Loans

1. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - a. Unsolicited flowers, plants, and floral arrangements;
 - b. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - c. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - d. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - e. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
 - f. Information material, publications, or subscriptions related to the recipient's performance of official duties;

- g. Food and beverages consumed at hosted receptions where attendance is related to official duties;
- h. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
- i. Travel costs, lodging, and tuition costs associated with City sanctioned training or education when not provided by a private entity under contract with the City;
- j. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
- k. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
- l. Campaign contributions; and
- m. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

D. Disclose Privileged Information

Disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

E. Financial or Beneficial Interest in Transactions

Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Morgan City. This includes receiving compensation, gratuity, or other benefit from an interested party of an agreement or contract with Morgan City.

F. Nepotism

- 1. Violate *Utah Code* § 52-3, which prohibits employment of relatives, with few exceptions.

G. Misuse of Public Resources or Property

- 1. Violate *Utah Code* § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

H. Outside Employment

- 1. Retain secondary employment outside of Morgan City employment, which, as determined by the City Manager, and according to Utah Administrative Code R477-9-2:
 - a. Interferes with an employee's performance.

- b. Conflicts with the interests of Morgan City or the State of Utah.
- c. Gives reason for criticism or suspicion of conflicting interests or duties.

I. Uses of the City's internet

(The following is a non-exclusive list of prohibited uses of the City's internet and email):

1. Commercial use – any form of commercial use of the internet is prohibited;
2. Solicitation – the purchase or sale of personal items or non-business items through advertising on the internet is prohibited;
3. Copyright violations – the unlawful reproduction or distribution of copyrighted information, regardless of the source, is prohibited;
4. Discrimination / Harassment – the use of the internet to send messages or other content, which is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors, or customers is prohibited;
5. Political – the use of the internet for political purposes is prohibited;
6. Aliases / Anonymous messages / misrepresentation – the use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with Morgan City is prohibited;
7. Social networking sites – ~~the excessive/ continual~~ accessing ~~and/or creation~~ of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-entity business purposes;
8. ~~Excessive/ continual~~ instant messaging for non-entity business purposes;
9. Misinformation / Confidential Information – the release of untrue, distorted, or confidential information regarding Morgan City business or employees is prohibited;
10. Viewing or Downloading of Non-Business Related Information - the accessing, viewing, distribution, downloading, or any other method for retrieving non-city related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
11. Unauthorized attempts to access another's network or e-mail account;
12. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations; and
13. Spamming email accounts from the City's email services or City machines.

J. Political Activity

1. Except as otherwise provided by law:
 - a. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Morgan City may not provide a basis for denying employment to the applicant.

- b. A Morgan City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
 - c. A Morgan City employee may not engage in political campaigning or solicit political contributions during hours of employment.
 - d. A Morgan City officer or employee may not use the City's equipment while engaged in campaigning or other political activity.
 - e. A Morgan City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
 - f. A Morgan City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support, or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- 2. A Morgan City employee who has filed a declaration of candidacy may:
 - a. be given a leave of absence for the period between the primary election and the general election; and
 - b. Use any vacation or other leave available to engage in campaign activities.
 - 3. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
 - 4. Nothing in this chapter shall be construed to:
 - a. prohibit a Morgan City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 - b. Permit a Morgan City officer or employee partisan political activity that is prohibited under federal law.
 - c. No Morgan City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Morgan City property.
 - d. No Morgan City officer or employee shall promise any appointment to any position with Morgan City as a reward for any political activity.
 - e. A Morgan City employee who is elected to an office with Morgan City shall terminate City employment prior to being sworn into the elected office.

K. Fair and Equal Treatment

- 1. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such

person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.

2. No Morgan City officer or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

L. Prohibited Conduct After Leaving Morgan City

1. No former employee shall, during the period of one (1) year after leaving Morgan City office or employment:
 - a. Disclose or use any privileged or proprietary information gained by reason of his/her City employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
 - b. Assist any person in proceedings involving an agency of Morgan City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated, or acted in the course of duty;
 - c. Represent any person as an advocate in any matter in which the former employee was officially involved while a Morgan City employee;
 - d. Participate as a competitor in any competitive selection process for a City contract in which he or she assisted the City in determining the project or work to be done or the process to be used.

**TALKING POINTS RE PREPAY TRANSACTION
FIRM POWER SUPPLY PROJECT**

March 2024

OVERVIEW

- The Internal Revenue Code and US Treasury Regulations ("Tax Code and Regulations") contain special provisions that allow tax-exempt bonds to be issued to finance prepayments for natural gas and electricity. The prepay transactions are structured to convert the difference between the issuer's lower (tax-exempt) cost of funds and the prepaid energy supplier's higher (taxable) cost of funds into a discounted price for prepaid energy.
 - The initial discount is expected to be at least 8.0% and will be determined before closing.
 - The amount of the discount will be reset periodically over the term of the prepay (every five to ten years) when the bonds are refinanced.
- UAMPS will assign existing gas or electricity purchase agreements into the prepay transaction and the discount will be applied to the contract prices under these agreements.
- The Tax Code and Regulations require that the prepaid (discounted) gas or electricity (including electricity that is generated using prepaid natural gas as fuel) be used by UAMPS members to serve retail customers in their municipal utility service areas. This is referred to as the "Qualifying Use" requirement.
- The date of closing has not yet been determined but will likely take place in Q2 2024.
- The term of the transaction is thirty years.

CONTRACT STRUCTURE

- Southeast Energy Authority ("SEA") will issue bonds for a 30-year prepayment for gas or electricity from a special purpose entity ("Prepay LLC") organized by J. Aron & Company, the commodities affiliate of Goldman Sachs & Co.
 - UAMPS has no obligation on the bonds issued by SEA.
- UAMPS will assign previously-executed gas purchase or power purchase agreement(s) to J. Aron through a Limited Assignment Agreement ("LAA").
 - The LAA does not require any changes to the existing purchase agreement, but will be consented to by the seller.
 - The LAA is designed to leave the seller indifferent to the prepay. All interactions between UAMPS and seller remain the same.
 - The amount of gas or electricity purchases assigned to J. Aron under the LAA establishes the monthly cashflows required over the 30-year term of the prepay.
- UAMPS has already received approval from the Nebo Project to assign a 5-year gas purchase made to fuel the Nebo Power Plant into the prepay.
- UAMPS also seeks to assign the Red Mesa Power Purchase Agreement (PPA) and Steel Solar 1A and 1B PPAs into the prepay. The Red Mesa PPA will receive the prepay discount at the outset, and the Steel Solar PPAs receive the prepay discount in a couple of years after they have an established operational track record.
- UAMPS is assigning less than the total amount of anticipated solar generation from each PPA to allow for flexibility in operations.

- The term of the PPAs is shorter than the term of the prepay (25 years, versus 30 years). For the last approximately five years of the prepay, UAMPS will assign other power purchase agreements into the prepay to support the required monthly cashflows and to continue to receive the discount from the prepay.
- The LAA provides J. Aron “flash title” to the assigned gas or electricity, which is then delivered to Prepay LLC, which is then delivered to SEA, which then delivers the gas or electricity to UAMPS.
 - o If the prepaid transaction terminates for any reason, the LAA also terminates and UAMPS and the seller are restored to their original positions.
- UAMPS will enter a “Commodity Supply Agreement” with SEA to purchase the gas or electricity from SEA at a discount.
- The bonds issued by SEA will need to be refinanced from time to time over the 30-year term of the prepay. When the bonds are refinanced, the discount available to UAMPS under the Commodity Supply Agreement will need to be reset.
 - o Changes in market conditions could lead to a lower (or higher) savings for UAMPS.
 - o The Commodity Supply Agreement will specify the minimum discount to be achieved for each reset period. If minimum is not achieved, UAMPS may choose not to take energy from the prepay project during the reset period.

QUALIFIED USE CERTIFICATE

- UAMPS has provided a resolution for the governing boards of the Firm Power Project Participants who have an Entitlement Share in the Red Mesa PPA and/or the Steel Solar 1A or 1B PPAs (“Participants”) to approve the form of a “Qualified Use Certificate” for the prepaid energy. **Please have the resolution approved, signed and returned to UAMPS by May 3, 2024.**
 - o **Complete the resolution by filling in the date it was adopted on page 2. Please do not make changes to these documents without contacting UAMPS.**
 - o **Do not complete or sign the generic form of the Qualified Use Certificate that’s attached to the resolution. We will send you a final, individualized Qualified Use Certificate a few weeks before the bond closing for execution.**
- The Qualified Use Certificate states that the electricity that the Participant receives from the prepay will be used to serve retail customers located in the established service territory of its electric utility system.
 - o If, during the term of the prepay, a Participant uses the prepaid electricity for a non-Qualified Use, it agrees that it will cooperate with UAMPS to remediate the non-Qualified Use through its other power purchases from UAMPS.
- The Participant must also confirm in the Qualified Use Certificate that the amount of its historic electricity sales to its retail customers equals or exceeds the amount of prepaid electricity attributable to its Entitlement Share under the applicable PPA.

RESOLUTION 24-14

**A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT
FOR UAMPS' FIRM POWER SUPPLY PROJECT; AND RELATED
MATTERS.**

*** *** ***

WHEREAS, Morgan City, Utah (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") and has previously entered into the Master Firm Power Supply Agreement with UAMPS that enables the parties to enter into firm transactions for the purchase and sale of electricity from specified power supply resources;

WHEREAS, pursuant to the Master Firm Power Supply Agreement (a) UAMPS has entered into the Second Amended and Restated Solar Power Purchase Agreement (the "*Steel Solar 1B PPA*") with Steel Solar, LLC and (b) the Participant has elected to participate in the Steel Solar 1B PPA pursuant to the Steel 1B Solar Project Firm Power Supply Agreement Second Amended and Restated Transaction Schedule (such Transaction Schedule and the Master Firm Power Supply Agreement are referred to collectively herein as the "*Firm PSA*") between the Participant and UAMPS;*

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to herein as the "*Prepaid Portion*"), UAMPS will participate in a prepayment transaction being undertaken by Southeast Energy Authority, a Cooperative District ("*SEA*") by (a) assigning its rights to a portion of the electricity to be delivered under the Steel Solar 1B PPA to the commodity supplier under the prepayment transaction and (b) entering into a Commodity Supply Contract (the "*Supply Contract*") with SEA under which it will purchase the assigned electricity from SEA at a price that reflects a discount from the contract price under the Steel Solar 1B PPA, and the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Steel Solar 1B PPA;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Firm PSA and the Tax Certificate and Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MORGAN CITY, UTAH, AS FOLLOWS:

Section 1. *Approval of Tax Certificate and Agreement.* The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. *Authorized Officers; Final Changes and Dating.* The Participant's Representative and Alternate Representative to UAMPS (the "*Authorized Officers*") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. *Other Actions With Respect to the Tax Certificate and Agreement.* The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. *Severability.* If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. *Effective Date.* This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Governing Body of Morgan City, Utah, this day,

_____.

MORGAN CITY, UTAH

By _____
STEVE GALE, Mayor

[SEAL]

ATTEST:

DENISE WOODS, City Recorder

EXHIBIT A

[TAX CERTIFICATE AND AGREEMENT]

TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the "*Supply Contract*") between Southeast Energy Authority, a Cooperative District ("*SEA*") and Utah Associated Municipal Power Systems ("*UAMPS*").

WHEREAS, _____ (the "*Participant*") is a member of UAMPS and has entered into the Master Firm Power Supply Agreement dated as of _____, and [describe Red Mesa, Steel Solar 1A and Steel Solar 1B transaction schedules as applicable] (the "*Firm PSA*")¹ with UAMPS pursuant to which the Participant has an Entitlement Share (as defined in the Firm PSA) in the energy, environmental attributes and other benefits received by UAMPS under the [describe Red Mesa, Steel Solar 1A and Steel Solar 1B PPAs as applicable] (the "*PPA*")²;

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to below as the "*Prepaid Portion*"), UAMPS will participate in a prepayment transaction being undertaken by SEA by (a) assigning its rights to a portion of the electricity to be delivered under the PPA to the commodity supplier under the prepayment transaction and (b) entering into the Supply Contract under which it will purchase the assigned electricity from SEA at a discounted price for sale to the Participant under the Firm PSA;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of _____,³ and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the "*System*").

¹ For Participants in more than one transaction schedule, the term "Firm PSA" will apply separately to each transaction schedule.

² For Participants in more than one transaction schedule, the term "PPA" will apply separately to each Power Purchase Agreement.

³ Utah for all Participants, except California for TDPUD and Nevada for Fallon.

2. The Participant will (a) use all of the Prepaid Portion of the electricity it acquires under the Firm PSA in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of the Prepaid Portion of such electricity, (c) not take or omit to take any action with respect to the Prepaid Portion of such electricity, its Entitlement Share or its System which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. “*Qualified Use*” means the sale of electricity to retail customers located within the “electricity service area” of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) “Qualified Use” shall not include any sale of electricity that gives rise to “private business use” or a “private loan” within the meaning of Section 141 of the Code; and (b) “Qualified Use” shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) “electricity service area” has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a “municipal utility” is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant’s electricity service area has equaled or exceeded the amount of the Prepaid Portion of the electricity attributable to its Entitlement Share under the Firm PSA (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. The Participant expects to make the required payments under the Firm PSA solely from the current revenues of the System.

Dated: _____, 2024.

[NAME OF PARTICIPANT]

By: _____

[Name]

[Title]

RESOLUTION 24-15

A RESOLUTION ADOPTING AND APPROVING AN INTER-LOCAL AGENCY AGREEMENT FOR THE MORGAN COUNTY RURAL PLANNING ORGANIZATION.

WHEREAS, continuous growth and a number of transportation planning issues have revealed the value that improved planning and coordination will add in identifying and prioritizing transportation projects in Morgan County through the continuation of a Rural Planning Organization (hereinafter “RPO”); and

WHEREAS, interagency coordination can minimize disruptions to the transportation planning and project development process, while ensuring that local community transportation needs are recognized; and

WHEREAS, the purpose of the attached Inter-local Agency Agreement (hereinafter “Agreement”) is to ensure that the Wasatch Front Regional Council (hereinafter “WFRC”) and the specific jurisdictions of both Morgan County and Morgan City will work cooperatively to plan their transportation system, prioritize transportation projects, advise each other of needs and opportunities, and coordinate effectively with the Utah Department of Transportation (hereinafter “UDOT”); and

WHEREAS, the goal of the attached Agreement is to establish the Morgan County Rural Planning Organization; and

WHEREAS, the Agreement was adopted and approved by Morgan County Resolution CR24-19 on April 2, 2024; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to enter into an Inter-local Agency Agreement for the Morgan County Rural Planning Organization between Morgan County, Morgan City, and Wasatch Front Regional Council.

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

1. That the agreement entitled Inter-local Agency Agreement for the Morgan County Rural Planning Organization, which is attached hereto and incorporated herein by this reference, be adopted, and approved.
2. That the Mayor be authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 23rd day of April, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	_____	_____	_____
Council Member Wardell	_____	_____	_____
Council Member Turner	_____	_____	_____
Council Member Richins	_____	_____	_____
Council Member Alexander	_____	_____	_____

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

Mayor Gale	_____	_____
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INTER-LOCAL AGENCY AGREEMENT FOR THE MORGAN COUNTY RURAL PLANNING ORGANIZATION

BACKGROUND

Continuous growth and a number of transportation planning issues have revealed the value that improved planning and coordination will add in identifying and prioritizing transportation projects in Morgan County through the continuation of a Rural Planning Organization ("RPO"). Interagency coordination can minimize disruptions to the transportation planning and project development process, while ensuring that local community transportation needs are recognized.

I. PURPOSE OF THIS AGREEMENT

The purpose of this Inter-local Agency Agreement ("Agreement") is to ensure that the Wasatch Front Regional Council ("WFRC") and the specific jurisdictions of both Morgan County ("County") and Morgan City ("City") (individually a "Party" and collectively the "Parties") will work cooperatively to plan their transportation system, prioritize transportation projects, advise each other of needs and opportunities, and coordinate effectively with the Utah Department of Transportation ("UDOT").

II. GOAL OF THIS AGREEMENT

The goal of this Agreement is to establish the Morgan County RPO to conduct cooperative transportation planning.

III. THE PARTIES AGREE TO THE FOLLOWING:

1. County and City agree to continue the voluntary organization known as the Morgan County RPO, which functions as the advisory transportation planning organization for the jurisdictions of Morgan County and Morgan City.
2. WFRC agrees to coordinate with local jurisdictions in this planning process and to coordinate in sharing data and other resources as they relate to transportation plan development in the RPO.
3. With the assistance from WFRC, the RPO will accomplish the following:
 - a. Develop a long-range Morgan County Regional Transportation Plan, including roads functionally classified as collector or above.
 - b. Provide a forum for public participation in the transportation planning process.
 - c. Prioritize projects that the RPO believes should be included in Utah's Unified Transportation Plan and the Statewide Transportation Improvement Program ("STIP") and in local transportation plans and improvement programs.
4. The RPO and WFRC agree to meet regularly as needed to accomplish these objectives.
5. The County and the City agree to abide by the established by-laws for the RPO.

IV. PAYMENT FOR SERVICES

The County and City jointly agree to pay to WFRC \$27,000 for the period of July 1, 2024 through June 30, 2027. The payment will be due and payable in \$9,000 (\$4,500 from the County and \$4,500 from the City) increments on July 1 of 2024, 2025, and 2026.

The Parties agree to revisit needed services and payments on or before June 30, 2027. In the event that no payments are agreed to and paid by June 30, 2027, it is understood that WFRC's obligations to provide services under this Agreement shall terminate on that date.

V. TERMINATION OF AGREEMENT

Any Party upon forty-five (45) days written notice may terminate this Agreement. This Agreement will stay in effect unless upon annual review the Parties choose termination. In the event that WFRC terminates its participation in the RPO, it shall distribute any RPO funds that it has received and that remain unobligated and unexpended.

VI AGENCY SIGNATURES

We commit that our agencies will participate cooperatively as outlined in this Agreement. The County, City, and WFRC have worked closely in the development of this Agreement, and all Parties look forward to the continued cooperative working relationship in the successful establishment of the Morgan County RPO process.

This Agreement is effective July 1, 2024.

MORGAN COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

MORGAN CITY

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

WASATCH FRONT REGIONAL COUNCIL

By: _____

Print Name: _____

Title: _____

Date: _____

ORDINANCE 24-06

AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.08 – BACKFLOW AND CROSS-CONNECTIONS OF THE MORGAN CITY CODE; MAKING TECHNICAL CHANGES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Morgan City Council desires to protect the safe drinking water supply of Morgan City from the possibility of contamination or pollution from any cross connections existing or potential; and

WHEREAS, the Morgan City Council desires to assure that approved backflow prevention assemblies are tested when put into service and on an annual basis thereafter; and

WHEREAS, the Morgan City Council desires to promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumers; and

WHEREAS, the Morgan City Council desires to provide for the administration of a continuing program of backflow prevention which will systematically and effectively prevent the contamination or pollution of all drinking water systems; and

WHEREAS, the installation or maintenance of any unprotected cross connection which would endanger the water supply of Morgan City is prohibited; and

WHEREAS, any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated; and

WHEREAS, Section 10-8-15, Utah Code Annotated (1953, as amended), empowers the legislative bodies of cities to construct, maintain and operate waterworks; and

WHEREAS, this ordinance is in compliance with Section R309.105.12 of the Utah Public Drinking Water Rules (UPDWR) and the Plumbing Code as adopted by the State of Utah; and

WHEREAS, the City Council of Morgan City deems it to be in the best interest of the citizens of Morgan City to amend Title 8, Chapter 8.08 – Backflow and Cross Connections, of the Morgan City Code.

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 8, Chapter 8.08 – Backflow and Cross Connections of the Morgan City Code is hereby enacted/amended to read as follows:

Chapter 8.08 BACKFLOW AND CROSS CONNECTIONS

8.08.010 **PURPOSE OF ORDINANCE**

8.08.0120 **DEFINITIONS**

8.08.0230 **GENERAL POLICY AND RESPONSIBILITIES**

8.08.0340 **REQUIREMENTS**

8.08.0450 **NONLIABILITY OF CITY**

8.08.0560 **PENALTY**

8.08.010 PURPOSE OF ORDINANCE

To protect the public drinking water supply of Morgan City from the possibility of contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah, that requires a cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these minimum safety codes will be considered reasonable diligence or the prevention of contaminants or pollutants which could backflow into the public drinking water system; and

To promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state and plumbing regulations to assure water system safety; and

To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent the contamination or pollution of the city's drinking water system.

8.08.020 DEFINITIONS

The following words and phrases used in this chapter shall have the following meaning unless a different meaning clearly appears from the context:

APPROVED BACKFLOW PREVENTION ASSEMBLY: A backflow prevention assembly, accepted by the Utah state department of water quality, division of drinking water, as meeting an applicable specification or as suitable for the proposed use.

AUXILIARY WATER SUPPLY: Any water supply on or available to premises other than the public culinary or potable water supply administered by the Morgan City water purveyor will be considered an auxiliary water supply. These auxiliary water supplies may include water from nonpotable or secondary water systems, another purveyor's public potable water supply or any natural source such as well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the Morgan City water purveyor does not have authority for sanitary control.

BACK PRESSURE: The flow of water or other liquids, mixtures or substances from a region of high pressure to a region of lower pressure ~~under pressure~~ into the ~~feeding~~ distribution pipes of a potable water supply system from any source(s) other than the intended source.

BACK SIPHONAGE: The flow of water or other liquids, mixtures or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water supply system.

BACKFLOW: The reversal of the normal flow of water caused by either back pressure or back siphonage.

BACKFLOW PREVENTION ASSEMBLY: An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the plumbing code, as adopted and amended by the state of Utah and in the cross connection control program for Utah maintained by the division of drinking water.

CONTAMINATION: A degradation of the quality of the potable water supply by nonpotable (secondary) water, sewage, industrial fluids or waste liquids, compounds or other materials s that may create a health hazard.

CROSS CONNECTION: Any physical connection or arrangement of piping or fixtures which may allow nonpotable water or industrial fluids or other material of questionable quality to come in contact with potable water inside a water distribution system. This would include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change over devices or sliding multiport tubes or other plumbing arrangements.

CROSS CONNECTION, CONTAINMENT: The installation of an approved backflow assembly at the water service connection to any consumer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross connections within the consumer's water distribution system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a consumer's water distribution system; or it shall mean the installation of a portion of a customer's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection (isolation).

CROSS CONNECTION, CONTROLLED: A connection between a potable water system and a secondary or nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

MORGAN CITY WATER PURVEYOR: The person designated to be in charge of the water department of Morgan City, who is hereby, if not otherwise, vested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this chapter.

NONPOTABLE WATER: Any source of water that does not meet the definition of "potable water". Nonpotable water may be referred to as an auxiliary or secondary water source.

POTABLE WATER: Water from a clean source, such as a spring or well, or that has been processed through a water treatment/purification plant and has been proven sanitary and fit for drinking and other culinary purposes.

WILFUL:

1. A connection made intentional or unintentional to the Morgan City public potable (culinary) water system that jeopardizes the health and welfare or others connected to the system.
2. Any landowner or person who degrades the Morgan City public potable (culinary) water supply through a careless or purposeful act. (~~Ord. 09-06, 8-25-2009~~)

8.08.02~~30~~ GENERAL POLICY AND RESPONSIBILITIES

A. Surveys And Inspections:

1. Drinking water system surveys/inspections of the consumer's water distribution system may be conducted or caused to be conducted as resources permit by individuals deemed qualified by and representing the city. Survey records shall indicate compliance with the State of Utah Regulations, and health and safety standards. All such records shall be maintained by the city for a reasonable period.
2. The city, as resources permit, shall notify in writing, all consumers of the need for the periodic system survey to ensure compliance with existing applicable minimum health and safety standards.
3. Selection of an approved backflow prevention assembly for containment control required at the service entrance, in addition to those required by this chapter, may be determined from the results of the system survey.

B. Consumer Responsibilities:

1. Each consumer of the city potable water distribution system ("consumer") shall comply with this chapter as a term and condition of initial and continuing supply of water service

to consumer and consumer's initial or continued acceptance of water service is deemed admittance of consumer's awareness of the provisions of this chapter.

2. It shall be the responsibility of the consumer to timely purchase, install, test and maintain, at consumer's own expense, any backflow prevention device/assembly required to comply with this chapter. Failure to comply with this chapter shall constitute grounds for discontinuation of service.

C. City Responsibilities:

1. A city inspection official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention assembly, in accordance with the plumbing code as adopted and amended by the state.
2. Water vacating the drinking potable water supply must do so via an approved air gap or approved mechanical backflow prevention assembly, properly installed and in accordance with the plumbing code as adopted and amended by the state.

D. Certified Backflow Assembly Technician, Surveyor Or Repair Person Responsibilities:

1. Whether employed by the consumer or the city to survey, test, repair or maintain backflow prevention assemblies, the certified backflow technician, surveyor or repair person ("certified technician") shall have the following responsibilities:
 - a. Ensuring acceptable testing equipment and procedures are used for testing, repairing or overhauling backflow prevention assemblies.
 - b. Making reports of such testing and/or repair to the consumer, the city water purveyor, and the state department of environmental quality, division of drinking water, on forms approved for such use by the division of drinking water, and within the time frames prescribed by the division of drinking water, or this chapter, whichever is less.
 - c. Including in such report a list of materials or replacement parts used.
 - d. Ensuring replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
 - e. Not changing the design, material or operational characteristics of the assembly during testing, repair or maintenance.
 - f. Performing all tests of the mechanical devices/assemblies and being responsible for the competence and accuracy of all tests and reports.
 - g. Ensuring his/her license is current, the testing equipment being used is acceptable to the state and the city water purveyor, and that such equipment is in proper operating condition.
 - h. Being equipped with, and being competent to use, all necessary tools, gauges, test tags, and other equipment necessary to properly test and maintain backflow prevention assemblies.
 - i. Tagging each double check valve, pressure vacuum breaker, reduced pressure, approved or required backflow assembly and high hazard air gap, showing the serial number of the device, the date tested and the certified technician's name and license number.
2. In the case of a consumer requiring a commercially available certified technician, any certified technician is authorized to make the test and report the results of that test to the consumer, city water purveyor and the state department of water quality, division of drinking water. If such a commercially tested assembly is in need of a repair, a licensed plumber shall make the actual repair. (Ord. 09-06, 8-25-2009)

8.08.03~~40~~ REQUIREMENTS

A. Backflow Prevention Assembly Requirements:

1. Installation Required: Whenever the city water purveyor deems a service connection to the public potable water supply constitutes a sufficient hazard to the water supply, an

approved backflow prevention assembly shall be installed, tested and maintained by the consumer, and at the consumer's expense and in accordance with this chapter, on the service line of the identified consumer's water system, at or near the property line, or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

2. Determination Of Type Of Assembly: The type of protective assembly required under subsection A1 of this section shall be determined by the city water purveyor considering the degree of hazard, ~~as defined by the University of Southern California (USC) Foundation for Cross-Connection and Hydraulic Research and/or American Society of Sanitary Engineering (ASSE)~~ which exists at the point of cross connection (whether direct or indirect), applicable to the city and state requirements, standards or resulting from the survey referred to in MCC 8.08.0230A.
3. Approval By Water Purveyor: Any backflow prevention assembly required herein shall be a make, model and size approved by the water purveyor. The term "approved backflow prevention assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

"AWWA/ANSI C510-92 Standard For Double Check Valve Backflow Prevention Assemblies";

"AWWA/ANSI C511-92 Standard For Reduced Pressure Principle Backflow Prevention Assemblies";

and have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in:

Specifications of backflow prevention assemblies - section 10 of the most current edition of the "Manual Of Cross-Connection Control".

Said AWWA and USC FCCCHR standards and specifications have been adopted by the water purveyor. Final approval shall be evidenced by a "certificate of compliance" for the said AWWA standards; or "certificate of approval" for the said USC FCCCHR specifications; issued by an approved testing laboratory.

The following testing laboratory has been qualified by the water purveyor to test and approve backflow prevention assemblies:

Foundation for Cross-Connection Control and Hydraulic Research
University of Southern California
KAP-200 University Park MC-2531
Los Angeles, CA 90089-2531

Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the water purveyor.

4. Residential Consumer Requirements: Residential dwelling consumers connecting to the city public potable water supply ~~on or after January 1, 1997~~, shall install and maintain, in accordance with this chapter, backflow prevention assemblies as follows:
 - a. Vacuum breakers on every hose bib connected to the city public potable water supply distribution system; and
 - b. Devices which are approved by the University of Southern California (USC) Foundation for Cross-Connection Control and Hydraulic Research and/or

American Society of Sanitary Engineering (ASSE) shall be placed on every sprinkler system connected to the city public potable water supply distribution system.

5. Consumers Connected To City Water Supply System: All consumers connected to the city public potable water supply distribution system as of January 1, 1997, shall install, maintain, cause to be tested and inspected, at the consumer's expense and in accordance with the provisions of this chapter (including subsection A4 of this section), an approved backflow prevention assembly.
6. Safety Hazards Prohibited: No backflow prevention assembly shall be installed so as to create a safety hazard. Example: Installed over an electrical panel, steam pipes, boilers, pits or above ceiling level.
7. Sprinkling System Connections: Sprinkling system connections made to the city public potable water system shall be placed at least three feet (3') (horizontally) from the downstream side of the water meter box.
8. Permit Required: It is unlawful for any person to connect an existing underground lawn sprinkling system that is being supplied by either a potable source to a nonpotable source or from a nonpotable source to a potable source without first having obtained a permit therefor as hereinafter required. Any person not obtaining the required permit is in violation of this chapter.

B. Test And Inspection Requirements:

1. Each consumer shall, at such consumer's own expense, cause a certified technician to inspect and conduct annual operational tests on any backflow prevention assembly and to tag such assembly as provided in this chapter. Any assembly failing such inspection or test shall be brought into compliance with this chapter within ~~thirty~~ten (310) days of the failure. If the city water purveyor deems the hazard to be great, he/she may require inspections and tests at a more frequent interval. It shall be the duty of the certified technician to perform such tests and inspections in accordance with the standards set forth by the state department of environmental quality, division of drinking water, and this chapter.
2. The consumer's system shall be open for inspection at all reasonable times to authorized representatives of the city water purveyor to determine whether cross connections or other structural or sanitary hazards, including violations of this chapter, exist and to audit the results of any survey. (R309.105.12 of the Utah Administrative Code)
3. All backflow prevention assemblies shall be tested, inspected and tagged, in accordance with the provisions of this chapter, within ten (10) working days of initial installation.

- C. Connections Not Allowed: City residents (consumers) who are connected to the city public potable water supply distribution system shall not connect any secondary water supply to it. Secondary water systems shall be maintained separate and in no way connected to the potable water system, even with the use of a reduced pressure backflow prevention device. Any person who makes an unauthorized connection between the city potable (culinary) water system and the nonpotable (secondary) water system shall be guilty of a "wilful" attempt to degrade the potable water supply and be subject to a fine as set forth in MCC 8.08.050B. (~~Ord. 09-06, 8-25-2009~~)

8.08.0450 NONLIABILITY OF CITY

The degree of protection from the contamination or pollution of the potable water supply of the city as required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. In spite of the city's efforts, and in light of its limited resources, contamination and pollution can and will occur on rare occasions. This chapter does not imply that contamination or pollution of the city's potable water supply will not occur. This chapter shall not create liability on the part of the city, the city council, or any officer or employee thereof, whether elected or appointed, for any contamination or pollution to the potable water supply that may result from reliance on this chapter or any administrative decision lawfully made thereunder. (~~Ord. 09-06, 8-25-2009~~)

8.08.0560 PENALTY

A. Protection Required; Violations:

1. No water service connection to the city public potable water distribution system shall be installed or maintained unless the water supply is protected as required by the statutes and regulations of the state and the ordinances, resolutions, policies and regulations of the city. Service of water to a consumer found to be in violation of this chapter shall be discontinued by the city water purveyor after written notification of the violation and an appropriate time suspense for voluntary compliance, except where the city water purveyor determines that the violation creates an immediate hazard to the integrity and safety of the water system, in which case he/she shall immediately discontinue the water service and provide, as soon thereafter as is practicable, written notification of the violation and discontinuance of water service to the consumer. A violation of this chapter shall be deemed to have occurred if:
 - a. A backflow prevention assembly required by this chapter for control of backflow and cross connections is not installed, tested and maintained; or
 - b. If it is found that a backflow prevention assembly has been removed or bypassed; or
 - c. If an unprotected cross connection exists on the premises.
2. Service shall not be restored until such conditions or defects are corrected and brought into conformance with state statutes and city ordinances (including this chapter), relating to safe drinking water supplies and the policies, resolutions and regulations adopted pursuant thereto.

B. Fine: It is hereby declared that any person who creates, or attempts to create, a backflow of a contaminated substance into the city potable water distribution system shall be assessed a fine. The fine shall be set by the city council by resolution and reviewed periodically. Furthermore, all expenses for cleanup and disinfection of the city potable water distribution system resulting from the backflow of a contaminated substance shall be charged to the landowner or person responsible.

C. Misdemeanor: In addition or as an alternative to any other penalty provided herein or by applicable law, any consumer violating any provision of this chapter shall be subject to all liability and guilty of a class B misdemeanor, and the punishment for such violation shall be by fine not to exceed the maximum class B misdemeanor fine or imprisonment under MCC 1.08.010 for a class B misdemeanor, or by both fine and imprisonment. Each day during or on which a violation of this chapter occurs shall constitute a separate offense and shall be punishable as such hereunder. (~~Ord. 09-06, 8-25-2009~~)

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 23rd day of April, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	_____	_____	_____
Council Member Wardell	_____	_____	_____
Council Member Turner	_____	_____	_____
Council Member Richins	_____	_____	_____
Council Member Alexander	_____	_____	_____

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

Mayor Gale	_____	_____
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MINUTES OF MORGAN CITY COUNCIL WORK MEETING

MARCH 12, 2024; 6:00 P.M.

MAYOR AND COUNCIL MEMBERS

PRESENT:

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

STAFF PRESENT:

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

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

TRAINING – GARY CRANE, CITY ATTORNEY

Gary Crane, City Attorney, gave an update regarding the 2024 Legislative Session. He provided a handout listing the legislative issues which were monitored by the League. Some of the items discussed were:

- Concerns regarding collaboration with the state, particularly on housing issues.
- Legislative bills requiring wildlife provisions in general plans.
- Requirements for stormwater studies and infrastructure updates.
- Time constraints for implementing legislative mandates.
- Introduction of Infrastructure Funding Development Fund (IFD).
- Concerns regarding the impact on impact fee facilities plans.
- Introduction of bills for affordable housing zones, subject to income limits.
- Recognition of regional differences in legislative considerations. One size doesn't fit all.
- Water legislation focusing on conservation provisions.
- Acknowledgment of infrastructure's role in housing affordability.
- Discussion on strategies to make housing more affordable.
- Impact of density on property values and affordability.
- Collaboration between state and local governments on affordable housing.
- Audit findings regarding city compliance regarding subdivision approvals and inspections.
- Legislation impacting government employees' religious beliefs.
 - Provision allowing employees to refuse work based on religious beliefs or conscience.
- Other legislative considerations.
 - Proposed bill on gravel mining regulation faced opposition.
 - Concerns over potential loss of city control in regulating mining activities.
 - Bill was put into interim study.
- Public hearing required for any increase in compensation, including bonuses, for elected officials, officers, or appointed officers of the City.
- Discussed requirements imposed if a decision from the Ombudsman was taken to court and possible costs to the cities.
- Discussed concerns regarding Legislature starting to micromanage issues which normally are handled by the cities.

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Gary said the City needed to amend the land use code to incorporate all the changes from the 2024 Legislative Session.

REQUEST TO GOVERNOR COX TO VETO SENATE BILL 161, 6TH SUBSTITUTE

Ty Bailey, City Manager, explained the issues caused by Senate Bill 161. The Bill dealt with IPP renewed, which was part of the Intermountain Power Agency. The Mayor had written a letter to the Governor asking him to veto Senate Bill 161, 6th Substitute, during the session.

Ty explained substitution bills came rapidly during the Legislative Session. There was little time to fully comprehend each one before the next arrived. This rapid progression led to a feeling of being overwhelmed.

Ty said the state established the IPA Board as its own entity, which seemed to imply control over the Board. Over the preceding years, significant effort had gone into determining the future of the power plant, which was comprised of two coal-fired units. However, there was opposition from both the coal industry and certain energy development companies regarding the proposed shift to natural gas and hydrogen.

Ty stated the Bill proposed restructuring the Board to include legislative representatives and asserted control over one of the two units, intending to maintain it as a coal-fired plant. However, operational challenges were evident, including difficulties in obtaining coal for the other power plant. This plant operated intermittently alongside another facility but was not consistently operational.

Discussion regarding concerns about the Bill's disregard for EPA requirements and contractual obligations, which could jeopardize existing agreements and financing arrangements. Additionally, there was uncertainty about the feasibility of the proposed legislative takeover and the lack of potential customers for the power produced.

Ty explained the Mayor's letter primarily addressed the procedural issues surrounding the Bill and criticized the lack of communication and consultation in the decision-making process. It urged the Governor to veto the Bill, emphasizing the need for further discussion and consideration rather than rushing it through at the last minute.

Despite efforts to keep up with the evolving situation, the pace of substitutions during the session made it challenging to fully grasp the implications of each version of the Bill. Ultimately, the bill passed, prompting discussions about how to proceed with the legislative takeover and address the ensuing challenges.

Gary explained the process would involve sending it back to the legislature. They would need to override the Governor's veto with a two-thirds vote from both the House and the Senate. If they failed to override the veto, it would stand, and they would have to restart the process next year.

Ty explained the Mayor's letter was on the agenda tonight to ratify the Mayor's signature.

CITY REPORTS AND BUSINESS

CITY COUNCIL UPDATE

Council Member Alexander gave an update on the County Commission Meeting regarding Como Springs. He stated the site plan for the RV park was approved, revealing the inclusion of a locked gate on 100 South for emergency access and large RVs over 20,000 pounds. The bridge, although substandard, was engineered and approved for units up to 20,000 PS as the main entry point. Despite this progress, there's a recognized

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need for further citizen involvement, particularly in requesting a staff report to address concerns raised during discussions. The County Attorney, Garrett Smith, highlighted the importance of City input in negotiating conditions. Concerns were raised regarding undisclosed information, including traffic studies, prompting a call for more transparency. A County Commissioner noted discrepancies in water access applications. There was optimism regarding the future of school crossings. Plans for managing large RVs included signage and manager assistance for entry and exit via 100 South.

CITY MANAGER UPDATES

Powerline Grant – Ty stated the City had received the intent to award the powerline grant from the Department of Energy to put a couple of blocks of the City’s powerline into the ground on State Street. The letter stated the City would receive \$600,000 and the City would put \$400,000 into the project.

Morgan Train Depot Renovation – Community Stewardship Award – Ty mentioned the Historic Society had nominated the Train Depot Renovation for the Community Stewardship Award through Preservation Utah. The Train Depot Renovation had received the Award and the presentation would be held on April 25th.

UAMPS Tool Kit – Ty reminded the Council that the UAMPS Tool Kit would be on Wednesday, April 17th, during the ULCT Mid-Year Conference.

This meeting was adjourned at 7:04 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the April 23, 2024 meeting.

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MINUTES OF MORGAN CITY COUNCIL MEETING

MARCH 12, 2024; 7:08 P.M.

MAYOR AND COUNCIL MEMBERS PRESENT:

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

STAFF PRESENT IN-PERSON:

Ty Bailey, City Manager; Gary Crane, City Attorney; and Denise Woods, City Recorder; Kale Watkins, Water/Wastewater Senior Operator; and Lance Prescott, Street Supervisor

OTHERS PRESENT:

Lisa Benson, Landmark Design; Chuck Palmer, CPA – Christensen, Palmer, and Ambrose; Jason Mills

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 Council Member Wardell.

The opening ceremony was presented by Council Member Richins.

APPROVAL OF MEETING AGENDA

MOTION: Council Member London moved to approve the agenda.

SECOND: Council Member Wardell

Vote was 5 ayes; Motion passed unanimously to approve the agenda.

MINUTES AND WARRANTS

MOTION: Council Member London moved to approve the following:
Minutes of the City Council Work Meeting – February 27, 2024;
Minutes of the City Council Meeting – February 27, 2024; and
Warrants (02/23/24 – 03/08/24).

SECOND: Council Member Richins

Vote was 5 ayes; The motion passed unanimously to approve the minutes as written and one set of warrants.

CITIZEN COMMENTS

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No citizen comments.

VERBAL PRESENTATIONS

2023 AUDIT REPORT – CHUCK PALMER, CPA – CHRISTENSEN, PALMER & AMBROSE

Chuck Palmer, CPA, expressed appreciation to the City and Council for having them complete the City's audit again this year. He mentioned the following highlights of the audit report.

- Page one presents our audit opinion. It represented an unqualified opinion, the highest opinion possible for an audit, signifying a clean opinion on the subsequent financial statements.
- Following that, the next three to four pages contained the management discussion analysis. It served as a comprehensive summary, particularly comparing the financial statements of the current year with the previous year.
- This section delved into governmental and business activities, offering a broad perspective. It provided descriptions of assets and their corresponding increases.
- Skipping ahead to around page 10, one could find the fund statements, including those for the general fund, capital projects, and other funds. Page 10 detailed the balance sheet, while page 12 outlined the income statement. The balance sheet indicated a robust financial position, with good fund balances and minimal debt.
- The net change in fund balance on page 12 revealed positive income across all funds, with the general fund showing \$884,326 and capital funds showing \$3,740,455. Additionally, a bond obtained at the end of the year contributed to the fund balance.
- Pages 14 onwards focused on business activities, encompassing water, sewer, and electric funds. Page 14 featured the balance sheet and page 15 detailed the liabilities. Both sections indicated positive current assets well exceeding current liabilities, indicating a strong ability to cover upcoming obligations.
- Page 16 contained the income statement, showing profits for all funds except the electric fund.
- The cash flow statement on page 18 depicted the overall cash increase or decrease for the year, with the electric fund experiencing a \$600,000 loss and utilizing nearly \$425,000 of its cash.
- Despite a healthy cash balance, the electric fund's rate of expenditure indicated a potential depletion of its two-year cash balance.
- Footnotes provided detailed information on fixed assets (starting at page 35) and debt (starting at page 37), often addressing questions regarding asset changes and debt payments.
- Page 48 showcased the budget-to-actual statement, indicating that the budget was well-maintained without significant overspending.
- No issues with internal controls (page 56) or compliance with Utah state laws, demonstrating effective oversight and compliance across all areas.

Council Member Alexander referred to Page 5 under the Management Discussion Analysis. The report stated the major sources of general revenues were taxes and interest earnings and taxes comprised 53.52% of the City's general fund revenues. He asked if that was typical when compared to other entities.

Chuck responded that such a proportion is generally typical for entities similar to the City's profile. To clarify this, he directed attention to a peculiar income statement on Page 9 specific to governments. This statement delineated expenses alongside revenue sources, highlighting taxes as a significant revenue stream for funding services like public works and public safety. The discussion delved into how different departments utilize tax revenue, facilitating comparative analysis with other cities or across years. Additionally, there was mention of sales and use tax revenue, with inquiries about the contribution from dealerships versus other sources like Geneva.

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Discussion ensued focusing on the depletion of cash reserves in the electric fund over the next two years, despite previous efforts, including a study conducted a year ago to align tax rates with billings. The current situation was assessed before the implementation of a new annual rate increase, which went into effect in July. Year-to-date, there was a positive balance of \$325,000, attributed partially to the rate increase. However, certain projects were put on hold to meet the study's goal of maintaining a \$1.5 million fund balance over ten years. Although the rate increase offset rising power costs, it also hindered the fund's recovery to its target balance. Nevertheless, the adjustable-rate mechanism and adjustments to base fees were deemed sufficient to gradually improve the fund's financial health, especially with strategic power purchases. Ultimately, the current trajectory was considered promising, with no immediate need for corrections.

Council Member London asked regarding the difference in the cost of purchasing power over the last couple of years.

Ty stated in 2022 , purchases amounted to \$1.328 million, whereas in the following year, they rose to \$1.9 million, marking an increase of \$600,000.

MORGAN CITY GENERAL PLAN UPDATE – LISA BENSON, LANDMARK DESIGN

Lisa Benson, Landmark Design, gave a presentation regarding the City's General Plan Update. She stated the General Plan served as a vision document for the community, facilitating alignment among residents, developers, and stakeholders regarding the City's future direction. A variety of public engagement initiatives, including committee work and surveys, informed the development process. From this outreach, a set of guiding principles was established, forming the foundation of the Plan. These principles addressed various aspects such as community character, safety, housing options, economic development, environmental conservation, service provision, and recreational amenities. Population projections for 2040 ranged from 5,100 to 8,400 residents, based on census and regional council estimates. The Plan delineated future land use areas, including downtown mixed-use, light industrial, master plan community, river-oriented commercial, and primary residential zones, each serving distinct purposes and accommodating different types of development. She highlighted various land use designations within the City, including medium-density residential areas in orange with a density set at three to five units per acre, and low-density residential zones in lighter yellow, with a density of two to three units per acre. The downtown area maintained general commercial uses, while highway commercial uses were situated along Highway 84 on the north side. A new conservation for public facilities use was introduced in the northeast portion of the City to safeguard water sources. Overlay areas were also identified for recreation parks, open space, public facilities, and cemeteries, which could be integrated into other land use categories. The Plan also featured placemaking concepts such as community gateways and districts to enhance the City's branding and pedestrian experience. Additionally, strategies outlined in the appendix aimed to support agricultural uses and preserve open space, reflecting the community's values and priorities as discussed in Planning Commission meetings.

Lisa stated the transportation maps were prepared by the transportation planner, Fehr and Peers, who conducted an in-depth analysis of future road networks and anticipated conditions. They also assessed the sidewalk network, identifying areas needing connections and projecting future conditions. Safety and connectivity projects and strategies were proposed for the City's advancement. Additionally, LRB Public Finance Advisers contributed findings on housing and economic development, analyzing mortgage and rent burdens within the City, based on 2019 data. Recommendations included expanding zoning for higher density and varied uses, addressing infrastructure limitations, and promoting accessory dwelling units to meet future housing needs. The City was already progressing on some of these recommendations, aligning with the overall vision for community development. She stated they also conducted a sales leakage analysis,

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examining resident spending within and outside the community. Favorable sales categories included car dealerships and motor parts, while highest leakage categories were electrical appliances, furniture, and general merchandise. Unique opportunities discussed involved positioning Morgan as a marketable destination to attract tourism dollars, potentially with fewer services. Economic development strategies emphasized proper scaling and fostering job growth with related infrastructure. Environmental conditions were also considered, including hydrological and earthquake hazards, to inform future projects. Additionally, the Plan detailed existing public utilities and community services, concluding with a focus on enhancing Parks and Recreation to elevate residents' quality of life.

Lisa stated currently, Morgan City had a level of service of 3.14 park acres per thousand residents, with a goal of reaching 4.5 acres per thousand. This would position the City in the middle compared to other communities. However, with ongoing development and competing needs such as infrastructure projects, achieving this goal may pose challenges. By 2030, an additional 8.2 acres of parks would be required, and by 2040, an extra 2.2 acres. Distribution is also a key consideration, ensuring easy access to parks from residential areas. She referred to screen showing the purple circles which indicated proposed parks, may be acquired through development agreements or unconventional means. The blue circles represent school fields, while the orange and green trail networks offer potential connectivity options, with the former being more feasible in the short term and the latter requiring long-term efforts due to landowner considerations. Building such networks aligns with the City's vision for enhancing recreational amenities and community accessibility.

Discussion regarding the consideration of making the General Plan binding was raised, prompting discussions on its feasibility and implications. While some legislators advocated for this change, there was pushback from organizations like the League due to the dynamic nature of the document, which requires flexibility for adjustments. It was emphasized that a binding Plan could hinder necessary modifications and pre-planning efforts. Despite these discussions, the current planning process was commended for its inclusivity and effectiveness, evident from the absence of significant opposition in the meeting room, attributed to the extensive stakeholder engagement and the competence of the planning team. The idea of making the plan a mandate, dictating specific locations for development without considering timing or City needs, was highlighted as potentially disastrous. Emphasis was placed on the importance of allowing flexibility in timing for General Plans, as it may not always be suitable to develop certain areas immediately. This flexibility prevents hasty decisions, such as allowing unplanned development, and ensures alignment with the City's evolving needs. Despite initial legislative push in that direction, the concerns regarding timing and flexibility were acknowledged.

Gary discussed the frequency of updating or changing Plans, suggesting that updates typically coincide with updates to impact fees facilities plans, estimated to occur every six years. Changes may also be prompted by alterations in conditions, such as timing or significant developments. While major citywide Plan revisions might occur every six to ten years, interim changes can be made as needed, although it's important not to amend the Plan too frequently to allow for the vision to be tested and maintained.

Lisa emphasized the flexibility of future land use maps, designed to accommodate community needs and preferences over time.

Council Member Turner stated that during discussions regarding the General Plan, it was noted that its implementation hinges significantly on landowners and their respective visions. The Plan does not dictate specific land uses for parcels, emphasizing that landowners retain the autonomy to maintain their properties according to their preferences. For instance, if a landowner wishes to preserve a farm, they have the option to do so despite the Plan indicating otherwise. This flexibility extends to various land use scenarios beyond

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agriculture. The discussion highlighted the importance of recognizing and respecting landowners' rights and choices within the planning process.

PUBLIC HEARING

MORGAN CITY ANNEXATION POLICY DECLARATION, INCLUDING PROPOSED EXPANSION AREA MAP – ORDINANCE 24-01

MOTION: Council Member London moved to open the public hearing to hear public comment regarding the Morgan City Annexation Policy Declaration Plan including the proposed Expansion Area Map.

SECOND: Council Member Wardell

Discussion on the Motion: Ty emphasized that the Annexation Policy Declaration Plan did not entail arbitrary land acquisition but rather delineated serviceable areas. It serves as a framework for engaging in conversations about the City's growth boundaries and future direction. Importantly, the Annexation Plan does not guarantee annexation upon request, as there is a thorough process involved. Unlike some cities in competitive situations, Morgan City is not aggressively expanding its boundaries due to its unique position as the sole city in the county. The focus remains on thoughtful dialogue and consideration rather than rapid expansion.

Council Member Alexander stated the Planning Commission thoroughly reviewed the Plan, engaging in constructive discussions. After deliberation, they ultimately endorsed it with a positive recommendation.

Council Member London inquired whether the designated serviceable areas also encompassed the capability to accommodate necessary infrastructure. Specifically, it addressed concerns about water, sewer, and power capacity to support the identified areas outlined.

Ty explained the need to ensure adequate infrastructure for development, considering factors like water, sewer, power, and road accessibility. While designated areas were deemed "serviceable," it didn't imply existing infrastructure; rather, it depended on potential development willingness and feasibility. Specific challenges, like road connectivity and infrastructure depth, were considered, with examples such as East Canyon Creek and Island Road highlighted. The dialogue emphasized thorough consideration and planning, reflecting discussions over a lengthy period to address future growth and connectivity needs.

Vote was 5 ayes; Motion passed unanimously to open the public hearing to hear public comment regarding the Morgan City Annexation Policy Declaration Plan including the proposed Expansion Area Map.

Public Comments:

Jason Mills, 385 South State Street, Morgan, Utah, stated he was here to learn about the Plan and its implications. He was particularly interested in the existing City annexation boundary and sought clarification on whether he could petition the City for annexation. He inquired about the gray dotted lines on the map, which represented potential future annexation areas pending a vote.

Ty explained the purpose of the public hearing was to deliberate on the outer boundary (gray dotted lines). He stated this item was on the agenda for Council approval and if approved without alterations, it would signify the adoption of the new annexation expansion area.

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MOTION: Council Member London moved to close the public hearing.

SECOND: Council Member Richins

Discussion on the Motion: None

Vote was 5 ayes; Motion passed unanimously to close the public hearing.

ACTIVE AGENDA

ADOPTION OF THE MORGAN CITY GENERAL PLAN UPDATE – ORDINANCE 24-05

Council Member London and Council Member Turner stated there had been a culmination of extensive discussions and meetings, reflecting the considerable time and effort invested in the General Plan Update process. This thorough endeavor was far from brief, underscoring the depth of consideration involved in its creation.

Council Member Alexander stated there had been a positive recommendation from the Planning Commission for approval of the General Plan Update.

MOTION: Council Member London moved to adopt Ordinance 24-05 – An ordinance adopting Morgan City General Plan Update; Providing For Repealer; Providing For Severability; And Providing For An Immediate Effective Date.

SECOND: Council Member Wardell

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to adopt Ordinance 24-05 – An ordinance adopting Morgan City General Plan Update; Providing For Repealer; Providing For Severability; And Providing For An Immediate Effective Date.

ADOPTION OF THE MORGAN CITY ANNEXATION POLICY DECLARATION PLAN, INCLUDING PROPOSED EXPANSION AREA MAP – ORDINANCE 24-01

Mayor stated tonight marked a significant occasion as we undertake several important initiatives.

Council Member Turner said it was essential to acknowledge the extensive behind-the-scenes efforts that have paved the way for this moment. These endeavors have been diligently pursued, reflecting the gravity with which we approach such decisions.

MOTION: Council Member Alexander moved to adopt Ordinance 24-01 – An ordinance adopting the Morgan City Annexation Policy Declaration, including the proposed Expansion Area Map.

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Providing for Repealer; Providing for Severability; and Providing for an immediate effective date.

SECOND: Council Member London

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to adopt Ordinance 24-01 – An ordinance adopting the Morgan City Annexation Policy Declaration, including the proposed Expansion Area Map. Providing for Repealer; Providing for Severability; and Providing for an immediate effective date.

2023 AUDIT REPORT – CHUCK PALMER, CPA, CHRISTENSEN, PALMER & AMBROSE

Presentation was given earlier this evening regarding this item.

MOTION: Council Member Alexander moved to accept the 2023 Audit Report prepared by Chuck Palmer, CPA – Christensen Palmer & Ambrose

SECOND: Council Member Richins

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to approve the 2023 Audit Report prepared by Chuck Palmer, CPA – Christensen Palmer & Ambrose

Kale Watkins, Water/Wastewater Senior Operator arrived at 8:05 p.m.

APPROVAL OF THE MUNICIPAL WASTEWATER PLANNING PROGRAM (MWPP) ANNUAL REPORT FOR THE YEAR ENDING 2023 – RESOLUTION 24-08

Council Member Alexander referenced Page 7 of the report where it asked – Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years and the answer was ‘no.’ He asked if the City was in violation.

Kale Watkins stated although the City had slightly exceeded the five-year limit, we are in compliance and in a favorable position. Our actions have been consistent with sustaining the system and ensuring a steady stream of revenue for upcoming projects.

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Ty explained the City's Capital Facilities Plan remained largely unchanged. Five years ago, we initiated the construction of the new headworks, which has since been refined. Our trajectory has been stable, and while there's potential for adjustments, typically triggered by indicators of major upcoming needs, our recent impact study surpassed the anticipated costs. Additionally, we secured improved financing for the project. He said overall, we're confident in our continued ability to meet upcoming needs.

The conversation revolved around the importance of adhering to building code regulations for projects, with no specific completion timeframe required. Compliance with code standards was emphasized, focusing on staying ahead of future needs and funding through impact fees to avoid unexpected challenges. Mention was made of the phased approach of the Capital Facilities Plan, currently focused on phase one out of three. Despite briefly dipping into negative impact funds, finances are gradually recovering. It was acknowledged that significant changes would prompt another study, typically due to substantial investments or unforeseen circumstances. Confidence was expressed in sewer capacity adequacy and adherence to the Capital Facilities Plan.

Council Member Turner explained many systems in the state of Utah were behind, prompting questions about whether necessary measures were being taken. Some cities had inadequate rates and funding for dilapidated systems. He stated the state posed these questions to ascertain if systems were being properly maintained and funded. He noted the improvement to the City's lagoon systems, acknowledging past issues and recent progress, attributing credit to efforts made. It was emphasized that while progress took time, the lagoon and wastewater systems were now in good shape.

Council Member Alexander asked for an explanation regarding the six violations noted in the report pertaining to discharges.

Discussion ensued regarding the current status and progress made in addressing these violations. Total Suspended Solids (TSS) issues occurred in spring due to algae sloughing off and dying. Additionally, three violations related to E coli were reported during efforts to meet metering requirements amidst low river levels. Some responsibility was attributed to teaching and procedural lapses. Steps were taken to address these issues, including instituting internal E coli sampling. Monthly reporting discrepancies regarding metals were acknowledged and corrected. TSS levels fluctuated, but improvements were noted, with levels reaching as low as eight parts per million. Challenges with fats and oils were discussed, mainly attributed to improper disposal by residents. Public education was highlighted as a solution. Questions regarding sewer lagoon capacity were addressed, confirming adequate capacity despite community misconceptions. Concerns about industrial waste were raised, emphasizing the need for pre-treatment for certain industries. Lastly, the role of biosolids in maintaining lagoon activity was explained, highlighting the importance of consistent inflow.

MOTION: Council Member London moved to adopt and approve Resolution 24-08 – A resolution adopting and approving the Municipal Wastewater Planning Program (MWPP) Annual Report for the Year Ending 2023.

SECOND: Council Member Richins

Discussion on the Motion: None

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

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Eric Turner – aye

Vote was 5 ayes; Motion passed unanimously to adopt and approve Resolution 24-08 – A resolution adopting and approving the Municipal Wastewater Planning Program (MWPP) Annual Report for the Year Ending 2023.

Kale Watkins left the meeting at 8:25 p.m.

APPROVAL OF LETTER FROM MAYOR GALE TO GOVERNOR SPENCER J. COX REQUESTING GOVERNOR COX VETO SENATE BILL 161, 6TH SUBSTITUTE – ENERGY SECURITY AMENDMENTS AND RATIFYING THE MAYOR’S SIGNATURE – RESOLUTION 24-09

This item was discussed at length during the work session prior to this meeting.

MOTION: Council Member Alexander moved to approve Resolution 24-09 – A resolution approving the Letter from Mayor Gale to Governor Spencer J. Cox Requesting Governor Cox Veto Senate Bill 161, 6th Substitute – Energy Security Amendments and Ratifying the Mayor’s Signature.

SECOND: Council Member Richins

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to approve Resolution 24-09 – A resolution approving the Letter from Mayor Gale to Governor Spencer J. Cox Requesting Governor Cox Veto Senate Bill 161, 6th Substitute – Energy Security Amendments and Ratifying the Mayor’s Signature.

APPROVAL OF AN APPLICATION FOR THE UTAH DIVISION OF OUTDOOR RECREATION – UTAH OUTDOOR RECREATION GRANT (UORG) – RESOLUTION 24-10

Ty explained the decision was made to proceed with the trail construction from Commercial Street to the fairgrounds, focusing on the upper section due to cost considerations. Initially, plans involved extending the trail underneath Young Street Bridge, but engineering complexities escalated the estimated cost to approximately \$400,000, prompting a reevaluation. Instead, the proposal suggests pursuing grant funding of up to \$200,000, with a 40% matching requirement, for river access enhancements. This proposal aligns with existing grants for the upper trail and aims to provide additional access for recreational activities such as fishing and kayaking. A formal resolution supporting the grant application was drafted and is set for submission by the upcoming deadline.

MOTION: Council Member London moved to adopt Resolution 24-10 – A resolution approving the application for the Utah Division of Outdoor Recreation – Utah Outdoor Recreation Grant (UORG).

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SECOND: Council Member Wardell

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to adopt Resolution 24-10 – A resolution approving the application for the Utah Division of Outdoor Recreation – Utah Outdoor Recreation Grant (UORG).

CLOSED SESSION

MOTION: Council Member Turner moved to go into a closed session at 8:30 p.m. for the purpose of discussing the character, professional competence or physical or mental health of an individual.

SECOND: Council Member Richins

Vote: 5 ayes; Motion passed to go into closed session.

PRESENT: Mayor Gale, Ty Bailey, City Manager, Gary Crane, City Attorney, Denise Woods, City Recorder, Council Members Turner, Alexander, London, Richins, and Wardell

MOTION: Council Member Turner moved to open the meeting at 9:19 p.m.

SECOND: Council Member London

Vote: 5 ayes; Motion passed to come out of closed session.

This meeting was adjourned at 9:20 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the April 23, 2024 meeting.

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Morgan City Council on the **12th day of March, 2024**, was to discuss the purchase, exchange, or lease of real property.

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Dated this 12th day of March, 2024.

ATTEST:

STEVE GALE, Mayor

DENISE WOODS, City Recorder

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MINUTES OF MORGAN CITY COUNCIL WORK MEETING

MARCH 26, 2024; 6:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS PRESENT ELECTRONICALLY:

Dave Alexander

STAFF PRESENT:

Ty Bailey, City Manager; Clark Crook, Power Foreman; and Denise Woods, City Recorder

EXCUSED:

Gary Crane, City Attorney

OTHERS PRESENT:

Mason Baker, CEO, UAMPS; and Jackie Coombs, Managing Director of Corporate & Member Relations, UAMPS

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

PRESENTATION – UAMPS ANNUAL UPDATE – MASON BAKER, CEO, UAMPS (UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS)

Mason Baker, CEO, UAMPS, gave a presentation and the discussion was focused on trends observed in the wholesale electric market and their impact on members, along with measures taken by the UAMPS to address these issues. Reference was made to Morgan's resource portfolio, particularly highlighting the FY 23 forecast covering calendar year 2022 and the initial four months of 2023.

Council Member London made an inquiry regarding "Firm Enchant."

Mason explained it was initially intended to be a power purchase agreement involving the conversion of the San Juan coal plant into a carbon capture facility by a developer called Enchant. However, this plan fell through, leading to a significant impact on members due to the unexpected need to procure replacement power at higher costs. The discussion emphasized the importance of improving forecasting accuracy to mitigate such risks, citing examples of cautionary measures being taken in forecasting future projects such as Enchant and two delayed solar projects.

Mason gave a brief history of UAMPS stating it was established 44 years ago, originated to engage with the Hunter coal plant. Presently, it comprises 50 members across seven Western States, with 37 members in Utah, managing 16 diverse projects. As a non-profit, project-based joint action agency, UAMPS empowers members to shape their resource portfolios to cater to their communities. The organization is

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contemplating an alternative structure to introduce an "all requirements" feature akin to UMPA, entrusting UAMPS with planning and resource procurement responsibilities. This shift is prompted by members facing constraints in managing power supply issues amidst energy transition concerns within their distribution systems. While the existing membership model is likely to persist, UAMPS aims to remain adaptable to member needs, with any structural changes contingent on member input. The organization's strategic focus areas, delineated through a 2022 fall strategic planning exercise, encompass long-term planning, collaboration, and advocacy. As the industry evolves, UAMPS recognizes the necessity for enhanced member engagement in long-term planning to address evolving power supply dynamics, particularly with the gradual retirement of coal capacity in the western wholesale electric market.

A significant focus was placed on acquiring new resources, with several new projects in which Morgan participated. Challenges in developing new utility-scale generation projects, which typically take 5 to 7 years to develop, underscored the importance of optimizing existing resources. Maintaining current resources became crucial to bridge the gap until new resources were operational, with additional value derived from paid-off assets like the Hunter coal plant, whose debt had been paid off and should be a very lost cost resource for the members. Also mentioned was the Nebo natural gas plant in Payson, whose debts will be cleared by 2026. An aggregate overview of UAMPS' power supply sources in 2023 revealed 25% from hydro, primarily the Colorado River storage project, reflecting sensitivity to water availability. The decreasing reliance on coal, down to 15% from around 30% in 2008, mirrored an industry-wide shift towards natural gas, which constituted 21% of the supply. Purchases accounted for 30% of the supply, posing challenges due to the extremely high wholesale electric market prices in 2023.

Mason stated a significant recommendation being made to members was to reduce their reliance on purchased power. The solar component was highlighted as continuing to expand, with 150 megawatts of utility-scale solar expected by the end of May, including projects such as Steel 1B near Plymouth. He referred to the slide in the presentation showing the projects Morgan was currently involved in. Trends in the wholesale electric market were discussed, including historical price volatility, particularly during the Western energy crisis of 2001 and a challenging spike in pricing in the summer of 2022. Challenges such as coal scarcity and extended outages underscored the importance of resource diversity. Over the past 14 years, new generation capacity has been predominantly renewable, yet there remains a need for dispatchable capacity, likely in the form of natural gas, to balance intermittent renewable sources. Concerns were raised about grid reliability amid increasing reliance on renewables. The energy transition challenge was addressed through four pillars: transitioning to low-carbon emitting resources, incorporating dispatchable capacity, ensuring grid reliability, and managing the economic impacts on rates.

Mason highlighted the need for expanded transmission infrastructure, acknowledging the lengthy process of interconnecting new resources, which typically takes five or more years. Supply chain issues, particularly delays in solar projects due to module deliveries, were addressed. A shift towards domestic manufacturing to support the massive rebuild of the energy system over the next 15 years was noted, despite anticipated challenges and delays.

Council Member London asked regarding the importance of battery technology for storage.

Mason stated that battery technology was crucial for storing excess solar energy. Recommendations were made for integrating batteries with solar projects to address intermittency issues. He emphasized the importance of dispatchable capacity, notably through natural gas plants, to balance renewable generation fluctuations. Additionally, the recommendation to retain existing resources for as long as possible was made, alongside securing land for future generation facilities. Active pursuit of natural gas was mentioned. The focus remained on advancing natural gas projects while considering contracting for renewable

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resources due to economic constraints. Despite exploring options for solar and battery ownership, economic viability remains a challenge.

Mason referenced the slide showing Morgan's transaction in fiscal year 2023. The chart indicated that 48% of transactions were forward market transactions (PX), providing cost predictability compared to daily spot transactions. The majority of these PX transactions were scheduled to end before the summer of 2027, necessitating future planning. Pool exposure accounted for 18% of transactions, posing challenges due to pricing volatility in 2023. The option to call back IPP as a strategic asset during the transition to a natural gas plant was discussed. Purchases, comprising 65% of transactions, were a combination of PX and pool transactions. Despite hedging against financial risks, Morgan remained exposed to the Wholesale Market. UAMPS would be collaborating with Ty on new resource investigations aimed at diversifying market exposure while moderating risk.

Clark Crook, Power Foreman, asked regarding the recent legislative bill which was passed and how it tied in with Hunter.

Mason stated the improved relationship among the public power co-owners, consisting of UAMPS, UMPA, DG&T, and Rocky Mountain, was an advantage for future endeavors. Rocky Mountain's revised integrated resource plan was anticipated to extend the retirement dates for Hunter and Huntington coal facilities, reflecting a reconsideration of asset value.

He mentioned projects such as Steel and Fremont, involving solar and battery development, were progressing positively, with Power Purchase Agreements underway. Geothermal exploration benefited from advancements in drilling techniques, with potential Power Purchase Agreements envisaged for operational maintenance. Natural gas generation discussions focused on internal generation for load management, alongside efforts to narrow down site locations for new facilities. The initiative to assess financial health aimed to provide members with meaningful benchmarking data ahead of the annual member conference.

Council Member Alexander asked Mason to comment on the recent Utah Legislature and IPP, in particular the bill that Governor Cox recently signed.

Mason stated he felt it wasn't deemed a productive piece of legislation, particularly in terms of the air permitting scheme, with doubts raised over the acquisition likelihood of an 1800-megawatt coal unit. Concerns about governance issues and the need for improved messaging and strategy were highlighted. Despite efforts invested, desired outcomes weren't achieved, prompting a reassessment of strategy effectiveness.

Council Member Alexander stated the Governor had mentioned that parts of the bill needed to be revisited and asked if there would be any help if that occurred.

Mason said he had not heard that, but it was his hope that they would revisit the bill's problematic aspects, especially concerning air permitting.

Council Member London asked for an explanation regarding Rocky Mountain Power's recent project cancellations.

Mason stated they were attributed to various issues, including wildfire litigation liabilities and past experiences with rate increases, leading to a reevaluation of asset retention strategies. Overall, a call for better dialogue and collaboration was emphasized.

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TRAINING – GARY CRANE, CITY ATTORNEY

No training was provided.

This meeting was adjourned at 6:55 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the April 23, 2024 meeting.

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MINUTES OF MORGAN CITY COUNCIL MEETING

MARCH 26, 2024; 7:02 P.M.

MAYOR AND COUNCIL MEMBERS PRESENT:

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

COUNCIL MEMBERS PRESENT ELECTRONICALLY:

Dave Alexander

STAFF PRESENT IN-PERSON:

Ty Bailey, City Manager; Gary Crane, City Attorney; Denise Woods, City Recorder; Kale Watkins, Water/Wastewater Senior Operator; Clark Crook, Power Foreman; and Lance Prescott, Street Department

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 Council Member Richins.

The opening ceremony was presented by Council Member London.

APPROVAL OF MEETING AGENDA

MOTION: Council Member London moved to approve the agenda.

SECOND: Council Member Turner

Vote was 5 ayes; Motion passed unanimously to approve the agenda.

MINUTES AND WARRANTS

MOTION: Council Member London moved to approve the following:
Warrants (03/08/24 – 03/22/24)

SECOND: Council Member Richins

Vote was 5 ayes; The motion passed unanimously to approve one set of warrants.

CITIZEN COMMENTS

No citizen comments.

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VERBAL PRESENTATION

- I.P.S.A. SAFETY LEADERSHIP AWARD – MORGAN CITY – RECOGNITION OF ACHIEVING FIVE CONSECUTIVE YEARS WITHOUT A LOST TIME ACCIDENT
- I.P.S.A. SAFETY AWARD 2023 – MORGAN CITY – ACHIEVEMENT IN ATTAINING A LOW ACCIDENT FREQUENCY DURING THE YEAR OF 2023
- I.P.S.A. APPRECIATION TO CLARK CROOK FOR DEDICATED SERVICE OVER FIVE YEARS AS CHAIRMAN OF THE I.P.S.A. ORGANIZATION

Ty Bailey, City Manager, explained that the organization, where Clark Crook, Power Foreman, served as president for several years is a certifying body for journeyman linemen and meter technicians. He emphasized its significance in providing apprenticeship programs. He attributed the safety recognition to Clark and the other members of the electric department, particularly highlighting three safety-related awards received.

Clark explained the Intermountain Power Superintendent Association (I.P.S.A.), which encouraged training and safety for apprentices and journeymen, covered a similar group to UAMPS. It included electricians from various areas, with our company being among the closest ones offering training. The program required 8,000 hours, and as apprentices progressed, they were recognized. Safety achievements were recognized annually, with a significant milestone being five consecutive years without lost-time accidents. Despite challenging weather conditions, the team maintained an impressive safety record.

Mayor presented the safety awards and the recognition of service award from I.P.S.A. to Clark Crook.

Council Member London expressed appreciation to Clark and the rest of the department and emphasized it was very impressive to go five years without any lost-time accidents (LTA).

ACTIVE AGENDA

ADOPTION OF MORGAN CITY'S CROSS CONNECTION CONTROL POLICY REGARDING CROSS CONNECTION CONTROL AND BACKFLOW-PREVENTION CONTROL OF THE MORGAN CITY WATER DISTRIBUTION SYSTEM – RESOLUTION 24-11

Ty stated until now, there hasn't been a cross-connection policy in place for Morgan City, which was overlooked in previous years. He acknowledged this oversight and expressed gratitude to Kale for bringing it to their attention.

Council Member Alexander asked for clarification of the permit number Utah 15008,

Kale Watkins, Water/Wastewater Senior Operator, stated Utah 15008 was the City's distribution number.

Council Member Alexander asked Gary Crane, City Attorney, why a policy and not an ordinance.

Gary Crane, City Attorney, stated the City was currently working on amending a code section, which will be presented in an upcoming Council meeting. Our ordinance aligns closely with Kale's recommendations and the state guidelines. We have conducted a thorough review, incorporating penalty sections and other additions not found in the State code due to our secondary system. Both Kale and I have reviewed it, and we'll be ready to present it at another Council meeting. This ordinance also fulfills the requirement by state law and our own ordinance to have a policy in place.

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Discussion about the wording concerning the board member overseeing the Morgan City Water distribution system. Gary suggested changed 'Board Member' to 'Water Superintendent' throughout the document. Concerns were raised regarding vagueness in disciplinary actions outlined in the policy. Gary suggested referencing the ordinance for clarity and potential penalties. Additionally, there was a conversation about the types of backflow prevention assemblies required and the responsibility for damages caused by violations. The discussion also covered the specificity of approved backflow prevention assemblies and the provision charging individuals for damages caused.

MOTION: Council Member Alexander moved to adopt Resolution 24-11 – A resolution adopting and approving the Morgan City's Cross Connection Control Policy with the following changes:

- Replace 'Board Member' with 'Water Superintendent' in Part I, paragraphs (1)(b), (2), (4), and the paragraph in Part II; and
- Change Part I, paragraph 2 to read as follows: Any person found in violation of this Policy shall be subject to reprimand or other appropriate disciplinary action as determined by the Water Superintendent over the Morgan City Water Distribution System, pursuant to Title 8, Chapter 8.08, Section 8.08.050 of the Morgan City Code; and
- Part II to read as follows: . . . A copy of the Policy shall be placed in the office of the Water Superintendent over the Morgan City Water Distribution System and will be reviewed for all new construction projects on a case-by-case basis.

SECOND: Council Member London

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to adopt Resolution 24-11 – A resolution adopting and approving the Morgan City's Cross Connection Control Policy regarding cross connection control and backflow-prevention control of the Morgan City water Distribution system with changes as mentioned.

Kale Watkins left the meeting at 7:35 p.m.

BID AWARD – COMMERCIAL STREET TRAIL PHASE 1 PROJECT – RESOLUTION 24-13

Ty explained the Commercial Street Trail project was divided into three schedules. Schedule A focused on ADA compliance near Riverside Park to facilitate access to the Mickleson Mile. Schedule B involved connecting Commercial Street to the fairgrounds. Schedule C, which involved water access under the bridge, was contingent on funding. He said the recommendation was to award the project to Wilkinson for \$304,000. However, Schedule C was marked as contingent on funding because the City had applied for a grant for it separately. If the grant is not received, the project will proceed with the current pricing. If the grant is approved, Schedule C will be treated as a separate project with the grant funds, allowing for additional features like parking. This recommendation was made based on the pricing received and the potential grant outcome.

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Lance Prescott, Street Department, referenced a map shown on the screen depicting the proposed trail project. He explained idea for the ADA compliance upgrades at Riverside Park stemmed from observing challenges during a park event last fall. The need to provide accessibility from the walking path to the pavilion and Splash Pad led to plans for a skate park ramp and pathway. These additions aimed to ensure ADA compliance while accommodating strollers and wheelchairs. The design incorporated gradual slopes to meet ADA requirements. The project received positive feedback from individuals eager to access Commercial Street's end and connect to nearby facilities. Overall, it was considered a valuable endeavor. He stated the decision was made to install standard streetlights instead of lower-profile pathway lights for the walking path near the intersection under the freeway. This choice was due to the area's darkness at night. The streetlights would illuminate both the street and the walking path, serving dual purposes. This trail addition was seen as beneficial, providing a convenient loop that could ease parking congestion during events like the fair. The sidewalk, or rather, the paved asphalt trail, would not include curb and gutter initially. It was planned to be 10 feet wide over here and 8 feet wide for the section going under the bridge in the future.

MOTION: Council Member London moved to adopt Resolution 24-13 – A Resolution authorizing an Agreement with J. Wilkinson & Sons for the Commercial Street Trail Phase 1 Project; Authorizing further negotiations and change orders necessary for the completion of the Commercial Street Trail Phase 1 Project; Awarding the bid for Schedule A & B in the amount of \$147,094.50 with the option of Schedule C in the amount of \$156,970.00 should additional funding become available; Total bid amount is \$304,064.50.

SECOND: Council Member Richins

Discussion on the Motion: None

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

Vote was 5 ayes; Motion passed unanimously to adopt Resolution 24-13 – A Resolution authorizing an Agreement with J. Wilkinson & Sons for the Commercial Street Trail Phase 1 Project; Authorizing further negotiations and change orders necessary for the completion of the Commercial Street Trail Phase 1 Project; Awarding the bid for Schedule A & B in the amount of \$147,094.50 with the option of Schedule C in the amount of \$156,970.00 should additional funding become available; Total bid amount is \$304,064.50.

Lance expressed appreciation to the Council and stated since starting here, had had noticed a significant improvement in our snowplow cleanup times during storms, almost 50% faster. This is largely due to equipment upgrades. I want to express gratitude for the supportive Council that has allowed us to make necessary decisions and upgrades. Despite some skepticism from other cities about the effectiveness of our new truck with a wing, it has proved to be invaluable this winter. Many places might have opposed such innovations, but our Council's support has allowed us to do what we need to do.

Lance Prescott and Clark Crook left the meeting at 7:50 p.m.

Council Member Alexander left the meeting at 7:53 pm.

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CLOSED SESSION

MOTION: Council Member Turner moved to go into a closed session at 7:54 p.m. for the purpose of discussing the character, professional competence or physical or mental health of an individual.

SECOND: Council Member London

Vote: 4 ayes; Motion passed to go into closed session; Council Member Alexander was absent.

PRESENT: Mayor Gale, Ty Bailey, City Manager, Gary Crane, City Attorney, Denise Woods, City Recorder, Council Members Richins, Wardell, London, and Turner

MOTION: Council Member Turner moved to open the meeting at 8:13 p.m.

SECOND: Council Member Richins.

Vote: 4 ayes; Motion passed to come out of closed session; Council Member Alexander was absent.

AMENDMENT TO THE CITY MANAGER'S CONTRACT – RESOLUTION 24-12

MOTION: Council Member London moved to adopt and approve Resolution 24-12 – A resolution adopting and approving an amendment to City Manager Agreement Between Morgan City and Tyrell Bailey, City Manager, regarding vehicle use with the amendments below:

- In the first sentence remove 'within the State of Utah'; and
- Removing the last two sentences in the paragraph.

SECOND: Council Member Turner

Discussion on the Motion: None

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

Vote was 4 ayes; Motion passed unanimously to adopt and approve Resolution 24-12 – A resolution adopting and approving an amendment to City Manager Agreement Between Morgan City and Tyrell Bailey, City Manager regarding vehicle use with amendment outlined above; Council Member Alexander was absent.

CITY REPORTS

CITY COUNCIL

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Council Member London informed the Council that Nathan Rich, Wasatch Waste Integrated Management District, would be coming to give a presentation regarding the recycling program on April 9, 2024 at 6:00 p.m.

CITY MANAGER

UDOT CONTRACT EXTENSION – YOUNG STREET BRIDGE AND CONNECTOR ROAD

Ty said the UDOT Bridge Project was extended to the end of the year, December 2024, to complete some engineering along the river so the new river access would be included in the FEMA mapping.

ROBINSON WASTE – RATE INCREASE – CPI (CONSUMER PRICE INDEX) INCREASED 3.2% IN 2023

Ty referenced the letter from Robinson Waste Services. He stated the Consumer Price Index (CPI) in 2023 increased by 3.2%, but Steve Robinson, President, of Robinson Waste Services was requesting a 5% increase to cover rising costs. This increase would go into effect on July 1, 2024 as outlined in their letter dated February 1, 2024.

PROPOSED SETTLEMENT AGREEMENT – UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY – DIVISION OF WATER QUALITY

Ty updated the Council regarding the Proposed Settlement Agreement with the Utah Department of Environmental Quality – Division of Water Quality. Ty and Kale Watkins met with Division of Water Quality to discuss the violations and fines which had been assessed and negotiate a settlement.

COMMERCIAL STREET ALLEYWAY CONCEPT – BUSINESS OWNER MEETING

Ty said the City held a meeting with some of the business owners on Commercial Street to discuss the concept for the alleyway behind their businesses. He stated they were in favor of the project.

STREET MAINTENANCE PROJECT – NEIGHBORHOOD MEETINGS

Ty explained there was a meeting with Staff and residents which would be impacted by the summer Street Maintenance Project, which would be almost a complete street rebuild. He said the residents would be impacted because the sidewalk would go into their driveway for ADA compliance. He stated the residents were receptive to the improvements.

HEALTH DEPARTMENT

Ty updated the Council regarding the Health Departments ‘Zero Fatalities’ program and the ‘Take Back Prescription Drug’ program.

Council Member Richins referenced the ‘Open Comment Form’ which had been submitted and asked if Morgan was paying more for power than other Utah cities.

Ty explained each member of UAMPS had their own portfolio and he didn’t know what they were paying for their power. He stated the industry had a terrible year last year. The City had an adjustable rate and the

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City had put a lot of money into system improvements. He said the gentlemen had been invited to come and speak personally with the City.

This meeting was adjourned at 8:30 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the April 23, 2024 meeting.

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Morgan City Council on the **26th day of March, 2024**, was to discuss the of the character, professional competence or physical or mental health of an individual.

Dated this 26th day of March, 2024.

ATTEST:

STEVE GALE, Mayor

DENISE WOODS, City Recorder

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MINUTES OF MORGAN CITY COUNCIL WORK MEETING

APRIL 9, 2024; 6:03 P.M.

MAYOR AND COUNCIL MEMBERS PRESENT:

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

STAFF PRESENT:

Ty Bailey, City Manager; Gary Crane, City Attorney; Denise Woods, City Recorder; and Stephanie Howard, Utility Clerk

OTHERS PRESENT:

Preston Lee, Operations Manager – Wasatch Integrated Waste Management District, and Lori Lee; Nathan Rich, Executive Director – Wasatch Integrated Waste Management District; Collette West, Sustainability Specialist – Wasatch Integrated Waste Management District; and Cindee Mikesell, Morgan County Deputy Clerk

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.

PRESENTATION – WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT Nathan Rich, Executive Director and Collette West, Sustainability Specialist

Nathan Rich, Executive Director – Wasatch Integrated Waste Management District, gave a brief history about the “District.” He explained Wasatch Integrated is a Special Service District owned by Davis and Morgan counties, along with 15 cities within those counties that we serve, with the exception of Bountiful, that operates the landfill off of Legacy Highway. Our service area encompassed approximately 325,000 residents, and the District managed about 325,000 tons of municipal solid waste annually. This equated to roughly one ton of waste generated per person per year. With a staff of 73 full-time employees, Nathan serves as the executive director, reporting to a 19-member board. Council Member London was on the board Morgan City.

Nathan stated the mission statement of Wasatch Integrated Waste Management District emphasized its genesis, dating back to the late 1980s, focused on constructing and operating a waste energy facility, representing progressive solid waste management at the time. The District aimed to maintain fiscal integrity while promoting waste reduction, reuse, and responsible waste management practices. Originally named Davis County Solid Waste Management and Energy Recovery Special Service District, legislative changes in 2005 or 2006 led to the adoption of the current name, reflecting an integrated approach to waste management. This approach aligned with the EPA's solid waste management hierarchy, prioritizing waste reduction, reuse, recycling, energy recovery, and landfilling in descending order of preference. Despite efforts to divert waste from landfills, the District recognized the importance of maintaining well-operated, environmentally compliant landfills. The District acknowledged the unique challenges and variations in waste management among different communities, emphasizing the need for tailored solutions. Continual efforts were made to improve the performance of the solid waste system while operating within the District's constraints and local waste characteristics.

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Nathan referred to a slide from the presentation which showed the current integrated system. He stated the green waste recycling and composting facility served as the largest recycling component of the District's system, diverting approximately 25,000 tons of green waste annually. This facility exemplified upcycling by transforming locally sourced, low-value materials into higher-value products, such as quality wood chips and compost.

Nathan explained the recycling facilities at the landfill and drop-off points provided options for residents to dispose of household hazardous waste and electronic waste responsibly, diverting materials from landfills. These services were offered at no cost to District residents. The landfill thrift store, operational for five or six years, served as an educational platform and facilitated the reuse of materials. Additionally, the landfill gas to energy project generated approximately 2.5 megawatts of power from landfill gas, with plans underway to upgrade the gas to pipeline quality for sale as renewable natural gas. A recent addition to the system was the Davis Material Recovery and Transfer Facility, which transferred waste to extend the lifespan of the landfill and processed recyclable materials. The closure of the waste energy facility in 2017 resulted in increased waste disposal at the landfill. Efforts to prolong the lifespan of the landfill focused on diverting waste through initiatives like the green waste program and recycling. Another approach involved transferring waste to a regional landfill, albeit at a higher cost. Planning efforts since the closure of the waste energy facility in 2017 aimed to align with future waste management needs. In 2022, consulting firm GBB was engaged to develop recommendations. The material recovery facility was intended to process municipal solid waste (MSW) for recycling, with plans to divert organic waste for anaerobic digestion and engineered fuel production. However, challenges arose, including the unsuitability of materials for digestion and issues with the cement plant's feed system. Consequently, in November 2022, the decision was made to cease MSW processing, as the equipment was not effectively diverting recyclables.

Nathan stated the second decision was made to ensure the Davis Landfill's operation for approximately 18 years, aiming to maintain economic viability and operational flexibility. Plans included robust recycling initiatives, with an additional transfer station to be constructed at the Davis Landfill upon reaching capacity. Stakeholder consultations and data analysis informed actions taken by the board in November. Efforts were made to enhance recycling participation, with curbside recycling and green waste programs showing potential for significant waste diversion. Despite challenges with previous recycling efforts, a focus on education and improved program implementation aimed to achieve a 30% landfill diversion rate through these initiatives.

He said the resolution has been drafted, outlining the board's actions. Cities opting not to implement a program face a potential fee increase on the first can. Discussions continue regarding the appropriateness of this approach. The board seeks bundled service, where Solid Waste Services appear as a single line on utility bills, including both garbage and recycling cans. This streamlines billing and encourages participation in recycling programs. This ensures equitable payment for the waste management system, even if residents opt out of recycling. Coordinated educational materials from the District are set for implementation by July 2025, coinciding with the introduction of the fee differential. A hardship policy was developed to address concerns raised by residents during the rollout of the program at the city level.

Nathan explained that under the hardship policy, cities could establish criteria for residents facing financial difficulties, allowing for reduced Solid Waste fees while still requiring participation in the recycling program. Residents could request pickup of their recycling bins if they chose not to use them, alleviating the cost burden for the city. Despite potential higher costs for recycling services, surveys indicated residents' willingness to pay, with most preferring a monthly fee of around \$5. Additionally, the implementation of a mandatory recycling program could lead to reduced need for second garbage cans, potentially saving residents money. Overall, the bundled program aimed to drive down costs, increase recycling participation, and promote environmental stewardship.

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Collette West, Sustainability Specialist – Wasatch Integrated Waste Management District, explained the bundled program aimed to reduce costs and increase the impact and diversion of waste. Recycling aligns with natural systems, which are efficient and circular, unlike linear systems that create waste. Transitioning to a circular economy involves various efforts, from product design to material management. Remanufacturing and take-back programs are part of this shift. The goals of a circular economy include eliminating waste and pollution, circulating products at their highest value, and regenerating nature. Implementing a circular economy could lead to significant economic output and environmental benefits, as shown in studies. Increasing recycling programs and diversion efforts can contribute to economic growth and environmental sustainability.

Collette said the district has taken steps to close the loop and recover materials by closing the waste energy facility and opening the material recovery facility (MRF) to process single-stream recyclables. By 2024-2025, the District aims to implement district-wide curbside recycling and expand the green waste program. Effective communication and education are crucial for the success of the recycling program, as studies have shown that lack of awareness leads to lost recyclables. Cities are responsible for purchasing recycling carts, with assistance from grants awarded by the Recycling Partnership. The Partnership also supports communication efforts, including mailers to residents informing them about the recycling program. This also includes distributing flyers, providing signage for recycling carts with instructions, continuing education on anti-contamination strategies, and tagging carts if necessary. The District has also connected with city media contacts to ensure consistent education through newsletters and other platforms. Additionally, they have created a landing page on their website for more recycling education and are available to attend city council meetings and events to educate residents. Tours and meetings are scheduled to discuss the logistics of the recycling program rollout, including information on grants. There is also information provided on where residents can drop off other recyclable materials such as glass, clothing, batteries, and electronics.

Council Member Alexander asked why Morgan City and Morgan County hadn't been approached earlier regarding recycling.

Nathan explained the district has historically not been directly involved in recycling programs. Initially, cities implemented recycling programs individually, with the first program starting in Woods Cross. Attempts to consolidate contracts for better pricing were unsuccessful, leading cities to pursue recycling independently. The District's Waste-to-Energy facility closure prompted a shift towards a more integrated solid waste management system, aligning with industry best practices. The location of material recovery facilities, initially distant from Morgan City, added to the challenges. However, with the District's facility opening in Layton, hauling costs improved. As haulers renegotiate contracts and participation rates increase, there's an expectation of potential cost reduction for residents.

Council Member London asked regarding residents who currently contract with a recycling company how difficult will it be for them to convert over to the City's program.

Nathan stated the District engaged in stakeholder meetings with its three haulers, Waste Management, Robinson, and Ace Disposal, to discuss the impact of the recycling program rollout. Negotiations resulted in a plan allowing Ace Disposal to deliver recyclables at no cost during the transition period. This arrangement facilitated the smooth rollout of the program without creating competition among haulers.

Further discussions about the future included potential expansion of the green waste program, with the aim of achieving high participation rates similar to previous initiatives in other cities.

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Council Member Turner asked if the program would have the same-day pickup.

Nathan stated negotiating the same-day pickup arrangement with your hauler was encouraged, with the understanding that it would be an individual decision. The District aimed to support residents in any way possible and suggested discussing this matter directly with the hauler. It was noted that Robinson, the hauler, was well-informed about the program and could provide assistance.

Council Member Turner asked Nathan to expand on the green waste program for the future.

Nathan explained about eight or nine years ago, around 2009, the District initiated green waste recycling programs with the aim of diverting grass from regular garbage, which would aid in combustion at the waste energy facility. These programs were rolled out as opt-out programs, where every household received a green waste can, but residents could opt out if they chose to. Despite some initial resistance, cities like Fruit Heights, Centerville, and Farmington saw around 50 to 52% participation rates. This approach proved effective in diverting significant amounts of green waste from landfills, especially during the summer months when grass clippings are heavy. Given this success, there was a plan to expand green waste programs in the future, potentially on an optional basis, considering factors like lawn service usage and individual needs.

Discussion regarding the interest in a green waste program. Stephanie Howard, Utility Clerk, stated there was interest in green waste cans among residents in the City. Many people have shown interest in acquiring a second can, especially during the six-month summer period, to manage their grass clippings conveniently. Some residents prefer this option rather than driving their green waste to the transfer station. Many residents opt for second cans to manage their grass clippings, while others rely on yard care companies for disposal.

Council Member London mentioned the City Council needed to determine the criteria for defining hardship cases, as it was not determined by the District but by the Council itself. This aspect required careful consideration from the Council Members.

Discussion regarding the importance of education and what was available through the District.

Council Member Alexander stated the biggest obstacle was going to be the mandatory aspect of the program. He asked outside of education how did the District plan to combat that.

Nathan discussed the experience of cities with mandated recycling programs and suggested that pushback might not be significant in the City. They emphasized the importance of using the hardship program to address concerns and recommended having residents come in person to fill out a form to opt out of the program. Additionally, they mentioned the high quality of recyclables from mandatory programs and explained that the equipment can handle some level of contamination. Enforcement of recycling policies was discussed, with emphasis on education and minimal need for punitive measures.

Discussion regarding a tiered rate for the elderly/hardship cases. Didn't want to cause an administrative burden by implementing a tiered rate. Concern was expressed that if there is a hardship rate for garbage the residents will start asking for hardship rates for water, sewer and electric. Interest was expressed in the bundled service, i.e., the garbage service comes with 2 cans. The bundled fee would also cover the maintenance of the cans.

This meeting was adjourned at 7:28 p.m.

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Denise Woods, City Recorder

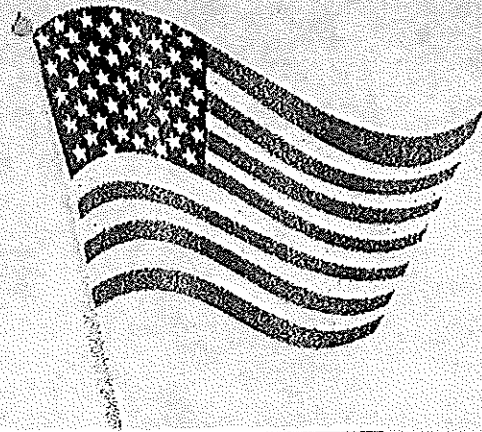
Steve Gale, Mayor

These minutes were approved at the April 23, 2024 meeting.

Support the **MORGAN HIGH CHEER TEAM** Flag Fundraiser

Dates for Flags to Fly:

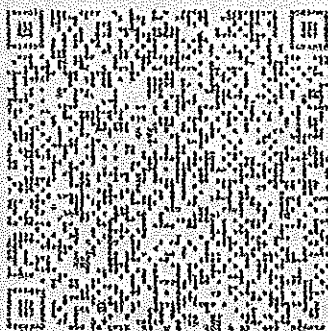
Memorial Day - May 27th
Flag Day - June 14th
Independence Day - July 4th
Pioneer Day - July 24th
Labor Day - Sept. 2nd
Veterans Day - Nov. 11th



Cost is \$35 for 2024 year - due upon order.
We will put up, take down, & store the flags.
Taking orders through May 3rd

Payment Methods
Cash, Check, Venmo
Checks payable to MHS

If paying through VENMO, please include
CHEERLEADER'S name & Route #, along with YOUR address.



venmo

VENMO:

Morgan High School

@MORGANHIGHTROJANS

Include your address,
CHEERLEADER'S name, and Route #
Please NO emojis 😊

If you are interested in ordering a flag, please contact:

Cheerleader: _____

Phone: _____ Route #: _____

THANK YOU for your support!

Questions, please contact Laura Blackett (801) 645-0671

ORDINANCE 24-06

AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.08 – BACKFLOW AND CROSS-CONNECTIONS OF THE MORGAN CITY CODE; MAKING TECHNICAL CHANGES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Morgan City Council desires to protect the safe drinking water supply of Morgan City from the possibility of contamination or pollution from any cross connections existing or potential; and

WHEREAS, the Morgan City Council desires to assure that approved backflow prevention assemblies are tested when put into service and on an annual basis thereafter; and

WHEREAS, the Morgan City Council desires to promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumers; and

WHEREAS, the Morgan City Council desires to provide for the administration of a continuing program of backflow prevention which will systematically and effectively prevent the contamination or pollution of all drinking water systems; and

WHEREAS, the installation or maintenance of any unprotected cross connection which would endanger the water supply of Morgan City is prohibited; and

WHEREAS, any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated; and

WHEREAS, Section 10-8-15, Utah Code Annotated (1953, as amended), empowers the legislative bodies of cities to construct, maintain and operate waterworks; and

WHEREAS, this ordinance is in compliance with Section R309.105.12 of the Utah Public Drinking Water Rules (UPDWR) and the Plumbing Code as adopted by the State of Utah; and

WHEREAS, the City Council of Morgan City deems it to be in the best interest of the citizens of Morgan City to amend Title 8, Chapter 8.08 – Backflow and Cross Connections, of the Morgan City Code.

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 8, Chapter 8.08 – Backflow and Cross Connections of the Morgan City Code is hereby enacted/amended to read as follows:

Chapter 8.08 BACKFLOW AND CROSS CONNECTIONS

8.08.010 **PURPOSE OF ORDINANCE**

8.08.0120 **DEFINITIONS**

8.08.0230 **GENERAL POLICY AND RESPONSIBILITIES**

8.08.0340 **REQUIREMENTS**

8.08.0450 **NONLIABILITY OF CITY**

8.08.0560 **PENALTY**

8.08.010 PURPOSE OF ORDINANCE

To protect the public drinking water supply of Morgan City from the possibility of contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems and the Plumbing Code as adopted by the State of Utah, that requires a cross connection control protection of all public drinking water systems in the State of Utah. Compliance with these minimum safety codes will be considered reasonable diligence or the prevention of contaminants or pollutants which could backflow into the public drinking water system; and

To promote the reasonable elimination or control of cross connections in the plumbing fixtures and industrial piping system(s) of the consumer, as required by the state and plumbing regulations to assure water system safety; and

To provide for the administration of a continuing program of backflow prevention which will systematically examine risk and effectively prevent the contamination or pollution of the city's drinking water system.

8.08.020 DEFINITIONS

The following words and phrases used in this chapter shall have the following meaning unless a different meaning clearly appears from the context:

APPROVED BACKFLOW PREVENTION ASSEMBLY: A backflow prevention assembly, accepted by the Utah state department of water quality, division of drinking water, as meeting an applicable specification or as suitable for the proposed use.

AUXILIARY WATER SUPPLY: Any water supply on or available to premises other than the public culinary or potable water supply administered by the Morgan City water purveyor will be considered an auxiliary water supply. These auxiliary water supplies may include water from nonpotable or secondary water systems, another purveyor's public potable water supply or any natural source such as well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids". These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the Morgan City water purveyor does not have authority for sanitary control.

BACK PRESSURE: The flow of water or other liquids, mixtures or substances from a region of high pressure to a region of lower pressure ~~under pressure~~ into the ~~feeding~~-distribution pipes of a potable water supply system from any source(s) other than the intended source.

BACK SIPHONAGE: The flow of water or other liquids, mixtures or substances under vacuum conditions into the distribution pipes of a potable water supply system from any source(s) other than the intended source, caused by the reduction of pressure in the potable water supply system.

BACKFLOW: The reversal of the normal flow of water caused by either back pressure or back siphonage.

BACKFLOW PREVENTION ASSEMBLY: An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the plumbing code, as adopted and amended by the state of Utah and in the cross connection control program for Utah maintained by the division of drinking water.

CONTAMINATION: A degradation of the quality of the potable water supply by nonpotable (secondary) water, sewage, industrial fluids or waste liquids, compounds or other materials that may create a health hazard.

CROSS CONNECTION: Any physical connection or arrangement of piping or fixtures which may allow nonpotable water or industrial fluids or other material of questionable quality to come in contact with potable water inside a water distribution system. This would include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change over devices or sliding multiport tubes or other plumbing arrangements.

CROSS CONNECTION, CONTAINMENT: The installation of an approved backflow assembly at the water service connection to any consumer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross connections within the consumer's water distribution system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a consumer's water distribution system; or it shall mean the installation of a portion of a customer's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection (isolation).

CROSS CONNECTION, CONTROLLED: A connection between a potable water system and a secondary or nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

MORGAN CITY WATER PURVEYOR: The person designated to be in charge of the water department of Morgan City, who is hereby, if not otherwise, vested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this chapter.

NONPOTABLE WATER: Any source of water that does not meet the definition of "potable water". Nonpotable water may be referred to as an auxiliary or secondary water source.

POTABLE WATER: Water from a clean source, such as a spring or well, or that has been processed through a water treatment/purification plant and has been proven sanitary and fit for drinking and other culinary purposes.

WILFUL:

1. A connection made intentional or unintentional to the Morgan City public potable (culinary) water system that jeopardizes the health and welfare of others connected to the system.
2. Any landowner or person who degrades the Morgan City public potable (culinary) water supply through a careless or purposeful act. (~~Ord. 09-06, 8-25-2009~~)

8.08.02~~30~~ GENERAL POLICY AND RESPONSIBILITIES

A. Surveys And Inspections:

1. Drinking water system surveys/inspections of the consumer's water distribution system may be conducted or caused to be conducted as resources permit by individuals deemed qualified by and representing the city. Survey records shall indicate compliance with the State of Utah Regulations, and health and safety standards. All such records shall be maintained by the city for a reasonable period.
2. The city, as resources permit, shall notify in writing, all consumers of the need for the periodic system survey to ensure compliance with existing applicable minimum health and safety standards.
3. Selection of an approved backflow prevention assembly for containment control required at the service entrance, in addition to those required by this chapter, may be determined from the results of the system survey.

B. Consumer Responsibilities:

1. Each consumer of the city potable water distribution system ("consumer") shall comply with this chapter as a term and condition of initial and continuing supply of water service

to consumer and consumer's initial or continued acceptance of water service is deemed admittance of consumer's awareness of the provisions of this chapter.

2. It shall be the responsibility of the consumer to timely purchase, install, test and maintain, at consumer's own expense, any backflow prevention device/assembly required to comply with this chapter. Failure to comply with this chapter shall constitute grounds for discontinuation of service.

C. City Responsibilities:

1. A city inspection official will review all plans to ensure that unprotected cross connections are not an integral part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by the installation of an air gap or an approved backflow prevention assembly, in accordance with the plumbing code as adopted and amended by the state.
2. Water vacating the drinking potable water supply must do so via an approved air gap or approved mechanical backflow prevention assembly, properly installed and in accordance with the plumbing code as adopted and amended by the state.

D. Certified Backflow Assembly Technician, Surveyor Or Repair Person Responsibilities:

1. Whether employed by the consumer or the city to survey, test, repair or maintain backflow prevention assemblies, the certified backflow technician, surveyor or repair person ("certified technician") shall have the following responsibilities:
 - a. Ensuring acceptable testing equipment and procedures are used for testing, repairing or overhauling backflow prevention assemblies.
 - b. Making reports of such testing and/or repair to the consumer, the city water purveyor, and the state department of environmental quality, division of drinking water, on forms approved for such use by the division of drinking water, and within the time frames prescribed by the division of drinking water, or this chapter, whichever is less.
 - c. Including in such report a list of materials or replacement parts used.
 - d. Ensuring replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
 - e. Not changing the design, material or operational characteristics of the assembly during testing, repair or maintenance.
 - f. Performing all tests of the mechanical devices/assemblies and being responsible for the competence and accuracy of all tests and reports.
 - g. Ensuring his/her license is current, the testing equipment being used is acceptable to the state and the city water purveyor, and that such equipment is in proper operating condition.
 - h. Being equipped with, and being competent to use, all necessary tools, gauges, test tags, and other equipment necessary to properly test and maintain backflow prevention assemblies.
 - i. Tagging each double check valve, pressure vacuum breaker, reduced pressure, approved or required backflow assembly and high hazard air gap, showing the serial number of the device, the date tested and the certified technician's name and license number.
2. In the case of a consumer requiring a commercially available certified technician, any certified technician is authorized to make the test and report the results of that test to the consumer, city water purveyor and the state department of water quality, division of drinking water. If such a commercially tested assembly is in need of a repair, a licensed plumber shall make the actual repair. (Ord. 09-06, 8-25-2009)

8.08.03~~40~~ REQUIREMENTS

A. Backflow Prevention Assembly Requirements:

1. Installation Required: Whenever the city water purveyor deems a service connection to the public potable water supply constitutes a sufficient hazard to the water supply, an

approved backflow prevention assembly shall be installed, tested and maintained by the consumer, and at the consumer's expense and in accordance with this chapter, on the service line of the identified consumer's water system, at or near the property line, or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

2. Determination Of Type Of Assembly: The type of protective assembly required under subsection A1 of this section shall be determined by the city water purveyor considering the degree of hazard, ~~as defined by the University of Southern California (USC) Foundation for Cross-Connection and Hydraulic Research and/or American Society of Sanitary Engineering (ASSE)~~ which exists at the point of cross connection (whether direct or indirect), applicable to the city and state requirements, standards or resulting from the survey referred to in MCC 8.08.0230A.
3. Approval By Water Purveyor: Any backflow prevention assembly required herein shall be a make, model and size approved by the water purveyor. The term "approved backflow prevention assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

"AWWA/ANSI C510-92 Standard For Double Check Valve Backflow Prevention Assemblies";

"AWWA/ANSI C511-92 Standard For Reduced Pressure Principle Backflow Prevention Assemblies";

and have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in:

Specifications of backflow prevention assemblies - section 10 of the most current edition of the "Manual Of Cross-Connection Control".

Said AWWA and USC FCCCHR standards and specifications have been adopted by the water purveyor. Final approval shall be evidenced by a "certificate of compliance" for the said AWWA standards; or "certificate of approval" for the said USC FCCCHR specifications; issued by an approved testing laboratory.

The following testing laboratory has been qualified by the water purveyor to test and approve backflow prevention assemblies:

Foundation for Cross-Connection Control and Hydraulic Research
University of Southern California
KAP-200 University Park MC-2531
Los Angeles, CA 90089-2531

Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the water purveyor.

4. Residential Consumer Requirements: Residential dwelling consumers connecting to the city public potable water supply ~~on or after January 1, 1997~~, shall install and maintain, in accordance with this chapter, backflow prevention assemblies as follows:
 - a. Vacuum breakers on every hose bib connected to the city public potable water supply distribution system; and
 - b. Devices which are approved by the University of Southern California (USC) Foundation for Cross-Connection Control and Hydraulic Research and/or

American Society of Sanitary Engineering (ASSE) shall be placed on every sprinkler system connected to the city public potable water supply distribution system.

5. Consumers Connected To City Water Supply System: All consumers connected to the city public potable water supply distribution system as of January 1, 1997, shall install, maintain, cause to be tested and inspected, at the consumer's expense and in accordance with the provisions of this chapter (including subsection A4 of this section), an approved backflow prevention assembly.
6. Safety Hazards Prohibited: No backflow prevention assembly shall be installed so as to create a safety hazard. Example: Installed over an electrical panel, steam pipes, boilers, pits or above ceiling level.
7. Sprinkling System Connections: Sprinkling system connections made to the city public potable water system shall be placed at least three feet (3') (horizontally) from the downstream side of the water meter box.
8. Permit Required: It is unlawful for any person to connect an existing underground lawn sprinkling system that is being supplied by either a potable source to a nonpotable source or from a nonpotable source to a potable source without first having obtained a permit therefor as hereinafter required. Any person not obtaining the required permit is in violation of this chapter.

B. Test And Inspection Requirements:

1. Each consumer shall, at such consumer's own expense, cause a certified technician to inspect and conduct annual operational tests on any backflow prevention assembly and to tag such assembly as provided in this chapter. Any assembly failing such inspection or test shall be brought into compliance with this chapter within ~~thirty~~ten (310) days of the failure. If the city water purveyor deems the hazard to be great, he/she may require inspections and tests at a more frequent interval. It shall be the duty of the certified technician to perform such tests and inspections in accordance with the standards set forth by the state department of environmental quality, division of drinking water, and this chapter.
2. The consumer's system shall be open for inspection at all reasonable times to authorized representatives of the city water purveyor to determine whether cross connections or other structural or sanitary hazards, including violations of this chapter, exist and to audit the results of any survey. (R309.105.12 of the Utah Administrative Code)
3. All backflow prevention assemblies shall be tested, inspected and tagged, in accordance with the provisions of this chapter, within ten (10) working days of initial installation.

- C. Connections Not Allowed: City residents (consumers) who are connected to the city public potable water supply distribution system shall not connect any secondary water supply to it. Secondary water systems shall be maintained separate and in no way connected to the potable water system, even with the use of a reduced pressure backflow prevention device. Any person who makes an unauthorized connection between the city potable (culinary) water system and the nonpotable (secondary) water system shall be guilty of a "wilful" attempt to degrade the potable water supply and be subject to a fine as set forth in MCC 8.08.050B. (~~Ord. 09-06, 8-25-2009~~)

8.08.0450 NONLIABILITY OF CITY

The degree of protection from the contamination or pollution of the potable water supply of the city as required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. In spite of the city's efforts, and in light of its limited resources, contamination and pollution can and will occur on rare occasions. This chapter does not imply that contamination or pollution of the city's potable water supply will not occur. This chapter shall not create liability on the part of the city, the city council, or any officer or employee thereof, whether elected or appointed, for any contamination or pollution to the potable water supply that may result from reliance on this chapter or any administrative decision lawfully made thereunder. (~~Ord. 09-06, 8-25-2009~~)

8.08.0560 PENALTY

A. Protection Required; Violations:

1. No water service connection to the city public potable water distribution system shall be installed or maintained unless the water supply is protected as required by the statutes and regulations of the state and the ordinances, resolutions, policies and regulations of the city. Service of water to a consumer found to be in violation of this chapter shall be discontinued by the city water purveyor after written notification of the violation and an appropriate time suspense for voluntary compliance, except where the city water purveyor determines that the violation creates an immediate hazard to the integrity and safety of the water system, in which case he/she shall immediately discontinue the water service and provide, as soon thereafter as is practicable, written notification of the violation and discontinuance of water service to the consumer. A violation of this chapter shall be deemed to have occurred if:
 - a. A backflow prevention assembly required by this chapter for control of backflow and cross connections is not installed, tested and maintained; or
 - b. If it is found that a backflow prevention assembly has been removed or bypassed; or
 - c. If an unprotected cross connection exists on the premises.
2. Service shall not be restored until such conditions or defects are corrected and brought into conformance with state statutes and city ordinances (including this chapter), relating to safe drinking water supplies and the policies, resolutions and regulations adopted pursuant thereto.

B. Fine: It is hereby declared that any person who creates, or attempts to create, a backflow of a contaminated substance into the city potable water distribution system shall be assessed a fine. The fine shall be set by the city council by resolution and reviewed periodically. Furthermore, all expenses for cleanup and disinfection of the city potable water distribution system resulting from the backflow of a contaminated substance shall be charged to the landowner or person responsible.

C. Misdemeanor: In addition or as an alternative to any other penalty provided herein or by applicable law, any consumer violating any provision of this chapter shall be subject to all liability and guilty of a class B misdemeanor, and the punishment for such violation shall be by fine not to exceed the maximum class B misdemeanor fine or imprisonment under MCC 1.08.010 for a class B misdemeanor, or by both fine and imprisonment. Each day during or on which a violation of this chapter occurs shall constitute a separate offense and shall be punishable as such hereunder. (~~Ord. 09-06, 8-25-2009~~)

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 23rd day of April, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	_____	_____	_____
Council Member Wardell	_____	_____	_____
Council Member Turner	_____	_____	_____
Council Member Richins	_____	_____	_____
Council Member Alexander	_____	_____	_____

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

Mayor Gale	_____	_____
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RESOLUTION 24-14

**A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT
FOR UAMPS' FIRM POWER SUPPLY PROJECT; AND RELATED
MATTERS.**

*** *** ***

WHEREAS, Morgan City, Utah (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") and has previously entered into the Master Firm Power Supply Agreement with UAMPS that enables the parties to enter into firm transactions for the purchase and sale of electricity from specified power supply resources;

WHEREAS, pursuant to the Master Firm Power Supply Agreement (a) UAMPS has entered into the Second Amended and Restated Solar Power Purchase Agreement (the "*Steel Solar 1B PPA*") with Steel Solar, LLC and (b) the Participant has elected to participate in the Steel Solar 1B PPA pursuant to the Steel 1B Solar Project Firm Power Supply Agreement Second Amended and Restated Transaction Schedule (such Transaction Schedule and the Master Firm Power Supply Agreement are referred to collectively herein as the "*Firm PSA*") between the Participant and UAMPS;*

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to herein as the "*Prepaid Portion*"), UAMPS will participate in a prepayment transaction being undertaken by Southeast Energy Authority, a Cooperative District ("*SEA*") by (a) assigning its rights to a portion of the electricity to be delivered under the Steel Solar 1B PPA to the commodity supplier under the prepayment transaction and (b) entering into a Commodity Supply Contract (the "*Supply Contract*") with SEA under which it will purchase the assigned electricity from SEA at a price that reflects a discount from the contract price under the Steel Solar 1B PPA, and the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Steel Solar 1B PPA;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Firm PSA and the Tax Certificate and Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF MORGAN CITY, UTAH,
AS FOLLOWS:

Section 1. Approval of Tax Certificate and Agreement. The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. Authorized Officers; Final Changes and Dating. The Participant's Representative and Alternate Representative to UAMPS (the "*Authorized Officers*") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. Other Actions With Respect to the Tax Certificate and Agreement. The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Governing Body of Morgan City, Utah, this day,

_____.

MORGAN CITY, UTAH

By _____
STEVE GALE, Mayor

[SEAL]

ATTEST:

DENISE WOODS, City Recorder

EXHIBIT A

[TAX CERTIFICATE AND AGREEMENT]

TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the "*Supply Contract*") between Southeast Energy Authority, a Cooperative District ("*SEA*") and Utah Associated Municipal Power Systems ("*UAMPS*").

WHEREAS, _____ (the "*Participant*") is a member of UAMPS and has entered into the Master Firm Power Supply Agreement dated as of _____, and [describe Red Mesa, Steel Solar 1A and Steel Solar 1B transaction schedules as applicable] (the "*Firm PSA*")¹ with UAMPS pursuant to which the Participant has an Entitlement Share (as defined in the Firm PSA) in the energy, environmental attributes and other benefits received by UAMPS under the [describe Red Mesa, Steel Solar 1A and Steel Solar 1B PPAs as applicable] (the "*PPA*")²;

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to below as the "*Prepaid Portion*"), UAMPS will participate in a prepayment transaction being undertaken by SEA by (a) assigning its rights to a portion of the electricity to be delivered under the PPA to the commodity supplier under the prepayment transaction and (b) entering into the Supply Contract under which it will purchase the assigned electricity from SEA at a discounted price for sale to the Participant under the Firm PSA;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of _____,³ and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the "*System*").

¹ For Participants in more than one transaction schedule, the term "Firm PSA" will apply separately to each transaction schedule.

² For Participants in more than one transaction schedule, the term "PPA" will apply separately to each Power Purchase Agreement.

³ Utah for all Participants, except California for TDPUD and Nevada for Fallon.

2. The Participant will (a) use all of the Prepaid Portion of the electricity it acquires under the Firm PSA in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of the Prepaid Portion of such electricity, (c) not take or omit to take any action with respect to the Prepaid Portion of such electricity, its Entitlement Share or its System which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. "*Qualified Use*" means the sale of electricity to retail customers located within the "electricity service area" of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) "Qualified Use" shall not include any sale of electricity that gives rise to "private business use" or a "private loan" within the meaning of Section 141 of the Code; and (b) "Qualified Use" shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) "electricity service area" has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a "municipal utility" is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant's electricity service area has equaled or exceeded the amount of the Prepaid Portion of the electricity attributable to its Entitlement Share under the Firm PSA (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. The Participant expects to make the required payments under the Firm PSA solely from the current revenues of the System.

Dated: _____, 2024.

[NAME OF PARTICIPANT]

By: _____

[Name]

[Title]

RESOLUTION 24-15

A RESOLUTION ADOPTING AND APPROVING AN INTER-LOCAL AGENCY AGREEMENT FOR THE MORGAN COUNTY RURAL PLANNING ORGANIZATION.

WHEREAS, continuous growth and a number of transportation planning issues have revealed the value that improved planning and coordination will add in identifying and prioritizing transportation projects in Morgan County through the continuation of a Rural Planning Organization (hereinafter "RPO"); and

WHEREAS, interagency coordination can minimize disruptions to the transportation planning and project development process, while ensuring that local community transportation needs are recognized; and

WHEREAS, the purpose of the attached Inter-local Agency Agreement (hereinafter "Agreement") is to ensure that the Wasatch Front Regional Council (hereinafter "WFRC") and the specific jurisdictions of both Morgan County and Morgan City will work cooperatively to plan their transportation system, prioritize transportation projects, advise each other of needs and opportunities, and coordinate effectively with the Utah Department of Transportation (hereinafter "UDOT"); and

WHEREAS, the goal of the attached Agreement is to establish the Morgan County Rural Planning Organization; and

WHEREAS, the Agreement was adopted and approved by Morgan County Resolution CR24-19 on April 2, 2024; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to enter into an Inter-local Agency Agreement for the Morgan County Rural Planning Organization between Morgan County, Morgan City, and Wasatch Front Regional Council.

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

1. That the agreement entitled Inter-local Agency Agreement for the Morgan County Rural Planning Organization, which is attached hereto and incorporated herein by this reference, be adopted, and approved.
2. That the Mayor be authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 23rd day of April, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Council Member London	_____	_____	_____
Council Member Wardell	_____	_____	_____
Council Member Turner	_____	_____	_____
Council Member Richins	_____	_____	_____
Council Member Alexander	_____	_____	_____

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

Mayor Gale	_____	_____
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INTER-LOCAL AGENCY AGREEMENT FOR THE MORGAN COUNTY RURAL PLANNING ORGANIZATION

BACKGROUND

Continuous growth and a number of transportation planning issues have revealed the value that improved planning and coordination will add in identifying and prioritizing transportation projects in Morgan County through the continuation of a Rural Planning Organization (“RPO”). Interagency coordination can minimize disruptions to the transportation planning and project development process, while ensuring that local community transportation needs are recognized.

I. PURPOSE OF THIS AGREEMENT

The purpose of this Inter-local Agency Agreement (“Agreement”) is to ensure that the Wasatch Front Regional Council (“WFRC”) and the specific jurisdictions of both Morgan County (“County”) and Morgan City (“City”) (individually a “Party” and collectively the “Parties”) will work cooperatively to plan their transportation system, prioritize transportation projects, advise each other of needs and opportunities, and coordinate effectively with the Utah Department of Transportation (“UDOT”).

II. GOAL OF THIS AGREEMENT

The goal of this Agreement is to establish the Morgan County RPO to conduct cooperative transportation planning.

III. THE PARTIES AGREE TO THE FOLLOWING:

1. County and City agree to continue the voluntary organization known as the Morgan County RPO, which functions as the advisory transportation planning organization for the jurisdictions of Morgan County and Morgan City.
2. WFRC agrees to coordinate with local jurisdictions in this planning process and to coordinate in sharing data and other resources as they relate to transportation plan development in the RPO.
3. With the assistance from WFRC, the RPO will accomplish the following:
 - a. Develop a long-range Morgan County Regional Transportation Plan, including roads functionally classified as collector or above.
 - b. Provide a forum for public participation in the transportation planning process.
 - c. Prioritize projects that the RPO believes should be included in Utah’s Unified Transportation Plan and the Statewide Transportation Improvement Program (“STIP”) and in local transportation plans and improvement programs.
4. The RPO and WFRC agree to meet regularly as needed to accomplish these objectives.
5. The County and the City agree to abide by the established by-laws for the RPO.

IV. PAYMENT FOR SERVICES

The County and City jointly agree to pay to WFRC \$27,000 for the period of July 1, 2024 through June 30, 2027. The payment will be due and payable in \$9,000 (\$4,500 from the County and \$4,500 from the City) increments on July 1 of 2024, 2025, and 2026.

The Parties agree to revisit needed services and payments on or before June 30, 2027. In the event that no payments are agreed to and paid by June 30, 2027, it is understood that WFRC's obligations to provide services under this Agreement shall terminate on that date.

V. TERMINATION OF AGREEMENT

Any Party upon forty-five (45) days written notice may terminate this Agreement. This Agreement will stay in effect unless upon annual review the Parties choose termination. In the event that WFRC terminates its participation in the RPO, it shall distribute any RPO funds that it has received and that remain unobligated and unexpended.

VI AGENCY SIGNATURES

We commit that our agencies will participate cooperatively as outlined in this Agreement. The County, City, and WFRC have worked closely in the development of this Agreement, and all Parties look forward to the continued cooperative working relationship in the successful establishment of the Morgan County RPO process.

This Agreement is effective July 1, 2024.

MORGAN COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

MORGAN CITY

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

WASATCH FRONT REGIONAL COUNCIL

By: _____

Print Name: _____

Title: _____

Date: _____

