

# **Council Meeting**

# 02-13-24

6:00 p.m.



#### MORGAN CITY COUNCIL AGENDA - **AMENDED** FEBRUARY 13, 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 February 13, 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. Joint Annual Training City Council and Planning Commission Gary Crane, City Attorney (Conflict of Interest, Open & Public Meetings Act, and Sexual Harassment)
- 2. Discussion Draft Short-Term Rental Ordinance

#### **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. <u>CONSENT AGENDA</u>:

- A. Minutes of the City Council Work Meeting December 12, 2023;
- B. Minutes of the City Council Meeting December 12, 2023;
- C. Minutes of the City Council Meeting January 9, 2024; and
- D. Warrants -(01/05/24 02/09/24)
- 3. <u>CITIZEN COMMENTS</u> (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 PRESENTATION

A. Roads to Independence – Kellie Spencer

#### 5. ACTIVE AGENDA

A. Review/Action – Resolution Accepting Quit Claim Deeds to Morgan City From Ann W. Wardell and the Board of Education Morgan County School District for the Installation of a Sewer Lift Station to be Installed on Property Along the South Side of Young Street East of Morgan Elementary School – Resolution 24-04

#### 6. CITY REPORTS AND BUSINESS

- A. City Council
- B. City Manager Updates
  - Free Transfer Station Voucher for 2024 (300 Free Dump Passes Handed out in 2023)
  - Weber River State Street Technical Bridge Study
  - Professional Services Agreement Legal Services Gary Crane
  - Agreement to Accept Sludge From Mountain Green Sewer District
  - UAMPS Workshops February 15, 2024
  - Service Orders 01/01/2023 12/31/2023
  - Tolling Agreement with DEQ

#### 7. ADJOURN

• 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 <u>12<sup>th</sup> day of February</u>, <u>2024</u> at Morgan City Hall, on the Utah State Public Notice Website (<u>https://www.utah.gov/pmn</u>), on the City's Website (<u>https://morgancityut.org</u>), 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

#### ORDINANCE 24-01

#### AN ORDINANCE ENACTING TITLE 3, CHAPTER 3.08 – TRANSIENT LODGING FACILITIES OF THE MORGAN CITY CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

#### WHEREAS,

#### WHEREAS,

WHEREAS, the City Council of Morgan City deems it to be in the best interest of the citizens of Morgan City to amend

### 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.

**<u>SECTION 2</u>**. **Enactment.** Title 3, Chapter 3.08 – Transient Lodging Facilities of the Morgan City Code is hereby enacted/amended to read as follows:

#### **Chapter 3.08 TRANSIENT LODGING FACILITIES**

#### 3.08.010. - Purpose.

The purpose of this chapter is to establish use and development regulations for transient lodging facilities to ensure their compatibility with adjoining surrounding uses, particularly when located in a residential zone.

(Ord. No. 2022-62, 2-16-2023)

#### **3.08.020.** - **Definitions.**

Accessory dwelling unit (ADU) means a subordinate residential dwelling unit that is being used to provide long-term or short-term housing of any person not qualifying as the property owner's family, as that term is defined in this section. Each subordinate residential dwelling unit meeting this definition shall constitute a separate ADU regardless of how the units are configured or accessed. Guesthouses and casitas shall be considered an ADU when used for long-term or short-term housing of any person not qualifying as the property owner's family. An ADU may be internal, attached, or detached from the primary dwelling. All ADUs must meet the requirements of <u>chapter 41</u> of this title.

**Bed and breakfast, home** means a limited commercial activity within an owner occupied residential structure where not more than four sleeping rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided for in the rental rate pursuant to the requirements of <u>chapter 51</u> of this title.

**Bed and breakfast inn** means a commercial activity within a residential structure in a residential or a commercial zone in which rooms may be rented to paying guests on a nightly basis and the breakfast meal is provided as part of the accommodation pursuant to the requirements of this chapter.

**Hostel** means an establishment in which people are lodged for less than a week at a time, excluding short-term rental complexes, bed and breakfast inns; hotels; and motels.

**Hotel** means an establishment with or without fixed cooking facilities in individual rooms offering transient lodging accommodations to the general public, and which may provide additional services such as restaurants and meeting rooms. Hotels shall contain four or more sleeping rooms.

**Residential hosting** means a limited commercial activity within an owner-occupied single family residential structure where an ADU not occupied by the full-time residents is used to house persons not qualifying as the property owner's family on a short-term basis.

**Residential hosting facility** means a structure or any portion thereof being used for residential hosting.

Short-term rental means a structure, room, or space that qualifies as a transient lodging facility, but excluding hotels and motels.

Short-term rental complex means any group of two to three short-term rental units within commercial zones.

**Transient lodging facility** means any establishment that receives payment, compensation, value, trade, or consideration in any form in exchange for the use of any unit for one to 30 days, including any hotel, motel, time period unit, hostel, boarding house, vacation rental property, short-term rental, whole home vacation rental, or bed and breakfast inn.

Whole home vacation rental means a form of a transient lodging facility specifically classified as an entire single family residential structure that is located in a single family zone, is rented out on a short-term basis, and is not owner-occupied. Whole home vacation rentals are located in a single family zone as identified in chapters 10-13 and 10-14 of this Code, are regulated on a per capita and unit separation basis by this Code, and are managed locally.

Terms and phrases used in this chapter are found in chapter 3 of this title.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### **3.08.030. - Management.**

A. Each bed and breakfast inn, boarding house, hostel, hotel, or motel must maintain a management office on the premises at all times that is under the immediate supervision of a manager or attendant. The management office shall remain continuously open and staffed whenever guests are registered or present or when the facility is open to receive guests.

B. Short-term rental complexes must have management located within 30 minutes of Hurricane Morgan City boundaries and be available at all times to respond to complaints or issues related to the complex. A phone number for management must be posted within each unit and be given to the City with the business license application. Management shall inform the City if the contact phone number is updated.

C. Residential hosting facilities shall be managed by the resident owner and meet accessory dwelling unit standards in <u>title 10, chapter 41</u> of this Code.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### 3.08.040. - Disclosure of available rooms.

Each transient lodging facility shall disclose to the business license officer the current number of rooms available and/or held out for public accommodation, or, in the case of short-term rentals, the total number of people the dwelling can safely accommodate:

A. At the time of initial licensure or license renewal; and

B. Within 72 hours of any change in the number of such available rooms or accommodation of guests.

(Ord. No. 2022-62, 2-16-2023)

#### 3.08.050. - Display of license; guest register.

A. Business license required. No transient lodging facility shall be occupied or used until such time that the owner has obtained a business license in accordance with this section's provisions. A current, valid business license shall be posted in a conspicuous place in each transient lodging facility.

B. A register of all guests shall be kept at all times on the transient lodging facility premises, except for short term rentals or short term rental complexes. The guest register shall contain in ink the following information about each guest for which the transient lodging facility affords accommodations:

1. Name and permanent address.

2. Dates of arrival at the transient lodging facility and departure from the transient lodging facility.

3. License plate number, state of licensure, make, type, and color of all motor vehicles.

4. Verification of a form of picture identification, including, but not limited to, driver's license, passport, or state issued identification card showing current name, address, and age of person registering and indicating which type of identification was verified and the identification number shown on said identification.

C. The guest register required by this section shall be kept current and shall be immediately available at all times for inspection upon the demand of police officers or City officials.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### 3.08.060. - Occupancy.

It shall be unlawful for any transient lodging facility unit to be occupied by a greater number of persons than that which it is designed or furnished to accommodate.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### **3.08.070. - Responsibility for minors.**

No transient lodging facilities unit shall be rented, leased, or registered to any person under the age of 18 years. Each person to whom a lodging unit is rented, leased, or registered shall be responsible for any minors occupying such unit and shall remain on the transient lodging facility premises at all times while there are minors occupying such unit.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### **3.08.080.** - Length of stay.

No person shall occupy any unit or combination of units at any one transient lodging facility for longer than 30 consecutive days, and no transient lodging facility shall permit any person to occupy any unit or combination of units on the facility premises for longer than 30 consecutive days. This section shall not apply to federal, state, or municipal law enforcement or emergency personnel, or to transient lodging facilities renting, leasing, or registering units to such personnel. Short-term rental properties within residential and recreation resort zones may be occupied for longer than 30 days but must still comply with all short-term rental regulations.

(Ord. No. 2022-62, 2-16-2023)

#### 3.08.090. - Sanitary facilities.

A. Each unit within a transient lodging facility held out for public accommodation must comply with the minimum rules established by the state department of health.

B. It shall be unlawful to rent, lease, or otherwise hold out for public accommodation any transient lodging facility unit that does not have:

1. A complete operable bathroom, including flush toilet, sink, and bath or shower in working order; and

2. For each guest, an adequate daily supply of at least the following sanitary supplies:

- a. Hot and cold running water;
- b. Soap;
- c. Towels;
- d. Toilet paper; and
- e. Clean linen.

C. Each transient lodging facility shall be cleaned after the departure of each guest and before the arrival of any subsequent guest.

(Ord. No. 2022-62, 2-16-2023)

#### **3.08.100.** - Inspections.

Each transient lodging facility shall comply and cooperate with any fire, land use, code enforcement, building, health, or other inspection conducted by municipal officials, with or without notice. Each short-term rental unit shall be inspected by the Fire Marshal or their representative each year prior to the renewal of the business license for the short-term rental.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### **3.08.110. - Duty to report.**

Any owner, manager, or attendant of any facility covered by this section shall report promptly to the proper authorities any violations of a municipal ordinance or any violation of law which he or she has reason to believe was or is being committed on the premises.

(Ord. No. 2022-62, 2-16-2023)

#### 3.08.120. - General development and maintenance standards.

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

1. Structures shall be properly maintained, painted and kept in good repair, and grounds and landscaped areas shall be properly maintained and watered in order that the use in no way detracts from the general appearance of the area;

2. For short-term rentals, the use of a dwelling as a short-term rental shall not in any way change the appearance of the dwelling or property for residential purposes; and

3. Each sleeping room must meet current international residential codes for egress and be equipped with smoke and CO2 detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

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

1. Create noises that by reason of time, nature, intensity, or duration are out of character with noises customarily heard in the surrounding residential neighborhood.

2. Disturb the peace of surrounding residential property residents by engaging in shouting, fighting, playing of loud music, racing of cars or recreational vehicles on streets, engaging in outside recreational activities after 10:00 p.m., or other similar activities.

3. Interfere with the privacy of surrounding residents or trespass onto surrounding properties.

4. Allow pets or animals to create noise, roam the streets, trespass on neighboring properties, or create a mess that is not cleaned up by the owner or custodian of the pet or animal.

5. Engage in any disorderly or illegal conduct, including illegal consumption of drugs and alcohol.

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

1. A copy of the short-term rental business license.

2. The name, address, and phone number of the owner or property manager.

3. The location of all fire extinguishers.

4. A list of all rules applicable for short-term rentals.

5. The maximum occupancy of the short-term rental and the maximum number of vehicles allowed.

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

1. Outdoor pools, hot tubs, or spas shall not be used between the hours of 11:00 p.m. and 6:00 a.m.

2. Maximum occupancy in any dwelling licensed as a short-term rental shall be ten persons at any one time. If, however, the property has a fire sprinkler system or other fire suppression system acceptable to the <u>Hurricane Valley Fire District Fire Department</u>, a greater occupancy may be approved. Maximum occupancy of the dwelling must be included in the regulations sign.

3. The owner of any property containing a dwelling licensed as a short-term rental shall cause to be displayed in a City approved location on the exterior of the property an approved sign containing the name and 24-hour per day, 365-day per year telephone number of the owner or other party designated by the owner as property manager who will be responsible for receiving and resolving complaints regarding activities on the property and the conduct of its occupants and guests. The sign shall not exceed 12 inches by 18 inches and shall be the only sign other than an address permitted on a short-term rental property.

4. The owner or property manager shall provide information on current occupants to police, emergency, or City personnel as requested. The owner or other person designated as the property manager shall respond to complaints and concerns within one hour of any phone call or other notification. Failure of the owner or property manager to respond in a timely manner may result in a violation and possible fines to the business license holder and property owner.

5. The requirements of this section shall be in effect throughout the time a short-term rental license is in effect on the property, regardless of whether the property is occupied by the owner, nonpaying guests of the owner, or paying guests of the owner. The City finds that, given the practical difficulty of determining whether or not the occupants are paying guests, enforcement of the requirements contained in this section shall be based on whether the property is licensed as a short-term rental.

6. An inspection of a short-term rental property for compliance with these regulations shall be performed prior to the issuance of a business license and shall be required each year before renewal of the business license. Additional inspections may be performed with 24-hour notice to the license holder/property manager if deemed necessary by the City.

7. The owner of any dwelling licensed as a short-term rental shall be required to collect and remit on a timely basis transient lodging taxes pursuant to Utah law.

(Ord. No. <u>2022-62</u>, 2-16-2023)

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

A. Regulations and restrictions imposed by this section are in recognition of the premise that short-term rentals provide lodging for a transient population that may or may not honor neighborhood mores or exhibit neighborly consideration to the same extent as permanent residents. Separation requirements Ordinance 24-01 - Page 6

listed in subsection C of this section and total license limits listed in subsection D of this section are based on a desire to maintain the overall residential character of neighborhoods and the purpose of single-family residential zones to promote safe locations for residential uses.

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

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

1. A complete application for a short-term rental business license shall have been submitted in accordance with section 3-1-5, and which shall also include:

a. The name, address, and phone number of the owner or other person designated by the owner as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this section, and

b. A valid state tax number for remittance of transient lodging taxes.

2. The dwelling unit for which the business license is sought shall be located in a permitted zone according to this title, have been built to meet building and fire codes for transient occupancy, and have been issued a certificate of occupancy.

3. Portions of a single-family dwelling may not be used as a short-term rental unless located within a recreation resort zone or appropriately licensed as a residential hosting facility in accordance with the regulations for that use. A whole home vacation rental and a residential hosting facility located in a residential zone may not be located in the same single-family dwelling.

4. In permitted single-family zones, the owner of a single-family dwelling for which a shortterm rental business license is sought shall not hold a business license to operate another short-term rental within the City limits. For purposes of this subsection, "owner" means any individual, corporation, partnership, limited liability company, trust or other entity which has a legal or equitable ownership interest in the single-family dwelling, or any individual who has an ownership or beneficial interest in any corporation, partnership, limited liability company, trust, or other entity which has a legal or equitable ownership interest in the single-family dwelling.

5. In permitted single family zones, a whole home vacation rental license shall not be issued if there is another licensed whole home vacation rental property located within 300 feet, as measured along the same street or around the corner, of the front property line corners of the property where the proposed whole home vacation rental license is being sought.

D. *Limit on the total number of whole home vacation rental licenses within single family zones as contained in <u>title 10</u>, chapters 13 and 14 of this Code. The total number of whole home vacation rental business licenses issued within single family zones shall be limited in accordance with the following:* 

1. The maximum number of whole home vacation rental business licenses for properties in single-family zones to be issued shall be based on the City's total population, allowing three licenses for every 1,000 people of the total population.

2. The total number of licenses available each year shall be recalculated based on an estimated population derived by adding the total number of new dwelling units times 2.779 residents per unit to Ordinance 24-01 - Page 7

the prior year's base population. The City shall readjust the population numbers every ten years after the release of the census numbers. If the census numbers are lower than the City's projection, the City shall not revoke any issued license but shall not issue any additional licenses until the City population justifies additional license availability.

3. If, after the maximum number of licenses has been issued, an application meeting all other requirements for issuance of a license is received, the application shall be placed on a waiting list in order of the date of receipt. No fees will be due until a license becomes available. When a license becomes available, the first applicant on the waiting list shall be notified of the license availability, and the applicant shall have 45 days from the date of such notice to file a complete application and pay the filing fee, and six months thereafter to complete the licensing process. In the event that the applicant fails to file a complete application and filing fee within said 45 days, or fails to complete the licensing process within said six months, the application shall be deemed to have expired, and the next applicant will be notified of the license availability, and the same procedure shall apply.

4. In the event of a sale or other transfer of any property containing a dwelling licensed as a whole home vacation rental, the purchaser or transferee of the property is permitted to continue to use the property as a whole home vacation rental, but the purchaser or transferee shall be required to apply for a new license within 45 days of the date of purchase or transfer. In the event that the purchaser or transferee fails to apply for a new license within said 45 days, the license and ability to use the property as a whole home vacation rental will be forfeited, and the owner must reapply for any available license or be placed on the waiting list.

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

1. No tenant, guest, or other person visiting a whole home vacation rental shall park on a public street.

2. Off-street parking shall be provided on the same lot as the dwelling that is licensed as a whole home vacation rental.

3. Off-street parking shall be provided at one vehicle per bedroom. Tandem spaces on a driveway may be used.

4. No off-street parking space may be located in front of the living area of the dwelling unless there is a circular driveway.

5. The number of vehicles permitted for the occupants of a whole home vacation rental shall be restricted to the number of off-street parking spaces provided by the owner.

6. No tenant, guest, or other person visiting a whole home vacation rental shall park or allow to be parked recreational vehicles or trailers of any kind on the public street.

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

(Ord. No. <u>2022-62</u>, 2-16-2023)

3.08.140. - Residential hosting facilities.

A. *Conformity with standards and business license required*. No residential hosting facility shall be established unless:

1. The facility can meet the development standards of this chapter;

2. A business license has been issued in accordance with the regulations in title 3 of this Code;

3. Operation of a residential hosting facility without a current City business license is considered a violation and each day of operation shall be considered a separate offense.

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

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

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

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

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

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

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

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

8. *Landscaping*. Landscaping shall be provided and maintained to minimize impact on neighboring properties, to retain the residential character, and to provide a visual buffer for on-site parking in relation to adjacent properties and the street.

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

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

b. One space shall be provided per guestroom.

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

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

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

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

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

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

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

9. *Signs*. Only one sign not larger than one foot by two foot in size may be used to advertise a residential hosting facility. The sign may not be illuminated unless by a single down facing low wattage fixture.

10. *Street standards*. A residential hosting facility shall be located on a street that meets fire code requirements.

11. Structural modifications. A valid building permit is required before any structural modifications or additions may be made to a building to be used pursuant to this chapter. A business license to operate a residential hosting facility shall not be issued for a property that was modified or added to without a valid building permit. A previously-issued business license shall be subject to revocation pursuant to <u>title 3</u> of this Code upon evidence that the structure was modified or added to without a valid building permit. Provided, however, that a business license may be issued or maintained for a structure that was modified or constructed without a building permit if all applicable fines are paid and the Building Official is provided with adequate evidence to the satisfaction of the Official that the modification or construction was done in compliance with the building code and fire code.

12. *Other regulations*. A residential hosting facility is subject to all other applicable sections of this Code, including, but not limited to, building and fire codes, transient lodging facility regulations, and transient room tax requirements.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### Sec. 10-51-15. - Recreation resort units.

Recreation resort short-term rental units shall be subject to the provision of this chapter.

(Ord. No. <u>2022-62</u>, 2-16-2023)

#### Sec. - Development standards; bed and breakfast inn.

A bed and breakfast inn may be established in any zone where allowed as a permitted or conditional use, and shall conform to applicable commercial construction codes, zoning requirements, state health department requirements, and the requirements of any other applicable codes and/or ordinances adopted by the City.

#### 3.08.150. - Penalty; suspension or revocation of license.

A. Enforcement provisions.

1. Any owner of any dwelling within the City who allows or permits occupation of said dwelling as a short-term rental without having first obtained a business license in accordance with the provisions of this section shall be in violation of this section and shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in <u>section 1-4-5</u> of this Code. A violator of this paragraph shall also be guilty of an infraction, which shall be punishable by a fine of up to \$750.00 for each such violation. In addition, in the event that such dwelling is on the waiting list for a whole home vacation rental as described in this chapter at the time of such violation, the business license application for said dwelling shall be removed from the waiting list and the dwelling shall not be considered for a short-term rental business license unless a new application is submitted.

2. Any owner of any dwelling within the City, who, having first obtained a business license for use or occupation of said dwelling as a short-term rental, thereafter operates or permits the operation of said short-term rental in violation of the terms and provisions of this section shall be subject to a civil citation with a penalty of \$750.00 per day as set forth in section 1-4-5 of this Code. A violator of this paragraph shall also be guilty of an infraction, and shall be punished by a fine of up to \$750.00 for each such violation.

3. Any person who occupies a short-term rental as a guest and who violates any local ordinance or state law shall be subject to arrest, issuance of a citation, or other civil or criminal process in accordance with all state, federal or local statutes, rules, or ordinances.

4. Violation of any provision of this section regulating short-term rentals shall constitute a separate offense for each day said violation occurs or continues.

5. In the event of three or more violations of this section committed by an owner or guest, or any combination of the two, within any 12-month period, the City Council may, depending on the nature or extent of the violations, proceed with the revocation of the business license for any short-term rental property in accordance with the provisions of the general business license ordinance.

6. In the event of a license being revoked by the City Council for violations of this chapter, the owner of the property in question shall not be issued a new short-term rental business license for a period of one year.

B. In addition to the denial, suspension, revocation, or refusal to renew a license as outlined in this chapter, any licensee who shall operate a transient lodging facility in violation of this chapter, and/or any person designated by the licensee as the manager or person in charge of daily operation of said facility who shall permit or allow said facility to operate in violation of this chapter, shall be guilty of an infraction and shall be punished for each offense by a fine as provided in section 1.4.1 of this Code.

#### (Ord. No. <u>2022-62</u>, 2-16-2023)

<u>SECTION 3.</u> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

#### **CITY COUNCIL VOTE AS RECORDED:**

	Aye	Nay	Excused
Councilmember London Councilmember Wardell Councilmember Turner Councilmember Richins Councilmember Alexander			

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

Mayor Gale \_\_\_\_

MINUTES OF MOKGAN CITY	
COUNCIL WORK MEETING	DECEMBER 12, 2023; 6:00 P.M.
MAYOR AND COUNCILMEMBERS	
PRESENT:	Mayor Steve Gale, Tony London, Jeff Wardell, Jeffery
	Richins and Dave Alexander
STAFF PRESENT:	Ty Bailey, City Manager; Gary Crane, City Attorney;
	Jake Young, City Planner, CitiDesign; and Denise
	Woods, City Recorder
EXCUSED:	Eric Turner

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

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

#### **ITEMS FOR DISCUSSION**

#### AN ORDINANCE ENACTING TITLE 10, CHAPTER 10.16, SECTION 10.16.180 ENTITLED ACCESSORY DWELLING UNITS OF THE MORGAN CITY CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE – ORDINANCE 23-16

Jake Young, City Planer, CitiDesign, discussed the proposed ordinance related to state law and accessory dwelling units. He stated the existing state law required all cities to allow for accessory dwelling units (ADUs). The law specified that these ADUs could be internal, within the building footprint, and now even included the possibility of converting a garage for this purpose.

Jake stated over the past year, efforts were made to enact an ordinance to formalize the allowance of ADUs within the City. The decision was driven by the fact that state law already permitted it, making it necessary for the City to align its regulations accordingly.

Jake highlighted that the Planning Commission had actively exercised its authority to control various aspects related to ADUs. This included considerations such as parking regulations and the possibility of requiring owner occupancy.

As for the definitions and understanding of ADUs, Jake explained that these units could take various forms, from being in the attic to secondary units over garages. The ordinance specifically added definitions like "attached accessory dwelling unit" for those expanding their existing homes and "detached accessory dwelling unit" for completely separate units.

Jake also touched upon the fact that the ordinance, as proposed, would permit individuals to have up to two accessory dwelling units, considering both internal and detached units. However, he clarified that several conditions, including parking requirements, needed to be met before construction could commence.

Jake referenced other cities in Utah, such as Farmington and Layton, which had allowed ADUs for years without significant issues. He mentioned that the prevalence of ADUs in cities with the highest adoption rates accounted for only 5% of all homes.

Jake addressed the expectation that not everyone would immediately rush to construct accessory dwelling units (ADUs) in Utah. He acknowledged that there might be initial concerns or misconceptions about a sudden surge in ADU construction, but he emphasized the importance of recognizing the practicality of the situation.

Jake addressed questions regarding the various types of ADUs. He clarified that an ADU was distinct from an RV or a mobile home. He stressed that ADUs must be on a foundation, and while there might be anticipated resistance or objections to this requirement, it was a specific stipulation in the definition of ADUs.

Jake stated that there might be individuals already residing in motor homes next to houses, falsely claiming them as ADUs. He affirmed that such mobile units did not meet the established definition of ADUs, which explicitly mandated a foundation. Addressing the situation where someone might be living in an RV next to a house, he indicated that this scenario wouldn't fall under the ADU ordinance, as there are likely existing regulations and codes governing such situations, possibly deeming it a code violation. He said if someone was living in an RV on a property, the ADU ordinance wouldn't be applicable, as there would likely be separate regulations limiting the duration of RV stays. He admitted that he didn't have precise information on the local regulations but indicated that living in an RV near a house might be subject to specific limitations.

Councilmember London mentioned the enforcement issue was quite challenging, as the City didn't have the resources or staff to proactively address this issue. He explained if a resident had concerns about activities in their neighborhood and suspected a violation, they could approach the City to file a complaint and the City would then investigate the reported issue.

Jake explained permitted uses for accessory dwelling units (ADUs) mirrored those of single-family homes. The regulations specified that whatever activities were allowable in a single-family home were also permissible in an ADU. This encompassed home-based businesses, living arrangements, and considerations like farm animals, all subject to the property's existing allowances.

Jake explained that ADUs were allowed in every residential zone (R), and additionally marked on commercial zones with some conditions. Notably, existing residential homes on State Street, now in commercial zones due to changes over time, were considered non-conforming but were permitted to remain residential until sold. An important point was raised regarding the tie between the use of the main property and the accessory use. Specifically, if a residential property transitioned to a commercial use, such as converting the main home into an office, any existing ADU on the property might need to be removed.

Gary Crane, City Attorney confirmed this perspective.

Jake stated the regulations limited commercial use with an existing home to internal ADUs only, excluding detached ADUs. The rationale for this exclusion was to facilitate the transition of these commercial homes into different uses in the future, leveraging economic opportunities. Additionally, detached ADUs were explicitly prohibited on flag lots due to potential challenges related to emergency access, utilities, and overall practicality in such configurations, i.e., a home behind a home, behind a home.

Jake explained the ADU application process. Depending on the type of ADU, whether it was internal, attached, or detached, the requirements varied in complexity. For internal ADUs, applicants only needed to

complete a few specific steps. However, for attached or detached ADUs, individuals were required to submit building plans and obtain a building permit, among other necessary documents.

Councilmember Alexander inquired about the status of the application, specifically whether they were still in the process of development or if they had already been prepared and were ready for use.

Jake stated they were still in the process of developing the process and applications. He said once the ordinance was adopted the process and applications would be finalized.

Ty Bailey, City Manager, explained the fee had not been set yet. The process for establishing fees was conducted through the Consolidated Fee Schedule. The fees for short-term rentals would be set through business licensing and the fee structure for the ADUs aligned with the building permit, with considerations for the number of inspections, plan reviews, and staff time involved.

Jake clarified that there were distinct permits involved, including the land use permit for accessory dwelling units and the building permit. Both permits adhere to the Consolidated Fee Schedule, ensuring consistency in the fee structure. He said once the ordinance had been adopted the fees would be calculated and an amendment to the Consolidated Fee Schedule would come before the Council for approval to set the fees.

Jake mentioned the standards which applied to all accessory dwelling units (ADUs) which included the following:

- Separate Sales Prohibition: All accessory dwelling units (ADUs) were subject to a strict standard prohibiting separate sales, addressing concerns raised by attempts to build detached units for subsequent property division.
- **Building Code Compliance:** Strict adherence to all applicable building codes was a fundamental requirement for any ADU project, ensuring safety and compliance with regulatory standards.
- Sensitive Lands Review: For ADUs located in sensitive lands, particularly detached units, a review by City staff was mandated as per the sensitive lands ordinance, with the hope that the review process would remain relatively light.
- **Prohibition of Separate Meters:** While state regulations allowed for separate meters, the decision for ADUs was contingent upon the City's perspective, considering the complexities associated with separate metering and aligning with certain divisions within the municipal structure.
- Setback Requirements: Setback requirements for attached ADUs mirrored those of the main structure, given their integration into the primary building. However, detached ADUs were subject to distinct setback provisions outlined in the ordinance.
- Architectural Design Conformity: Design standards were outlined, requiring 25% of the exterior material of ADUs to match the main house, promoting architectural cohesion. Similarly, color choices for ADUs were expected to align with 60% of the main house.
- **Outside Entrance Mandate:** Detached ADUs were mandated to have an outside entrance, ensuring convenient access for tenants. This decision aimed to address practical concerns, providing a clear and accessible path for renters, especially during adverse weather conditions.
- Single-Family Rental Restriction: In the past, the stipulation was that no more than one family could rent an Accessory Dwelling Unit (ADU) at any given time. This restriction aimed to regulate occupancy and usage.
- State Code Reference: Reference was made to the state code concerning family definitions, ensuring compliance.

The discussion continued with pointing out the following for internal, attached, and detached ADUs.

• Internal and Attached ADUs:

- State code regulations allowed for internal and attached ADUs, with a prohibition on lots less than 6,000 square feet.
- Off-street parking was a requirement for ADUs, with an additional space mandated on top of the existing parking requirements for the primary residence.
- ADUs were not permitted in mobile homes.
- Detached ADUs:
  - Detached ADUs were subject to specific conditions, such as not being built on slopes greater than 30%.
  - Architectural and color matching were requirements for detached ADUs.
  - Separate building permits were necessary for detached ADUs, even if built concurrently with a single-family home.
  - Larger lot size, 10,000 square feet, was a requirement for detached ADUs.
  - Setback regulations included a 5-foot setback from the front of the home, 10-foot side yard setback (15 feet for corner lots), 10-foot rear setback, and a 10-foot distance from the primary structure.
  - The building code allowed for a 6-foot minimum distance between two buildings, as requested by the building department for fire safety.

#### • Fire Safety Measures:

- A requirement was added that detached ADUs should not be more than 250 feet from the nearest fire hydrant.
- Parking requirements for detached ADUs were set at one stall per bedroom.
- The maximum height for detached ADUs was 25 feet, aligning with the height of single-family homes.
- To address concerns about size, a regulation was established that the main floor of a detached ADU should not exceed the existing square footage of the primary dwelling's main floor or a maximum of 1,000 square feet. This ensured that ADUs remained accessory structures and not larger than the primary residence.

#### • Termination Considerations:

- The termination of the land use allowance for an Accessory Dwelling Unit (ADU) was a key consideration.
- Once an ADU was built, its permanence was evident, but the City retained the authority to revoke the residential use allowance.
- Revocation meant restrictions on renting to individuals outside the family, and the possibility of revoking a business permit for non-compliance with landlord responsibilities.

#### • Occupancy Requirements:

- Property owners were required to occupy the ADU if it was being rented, a mandate supported by the Planning Commission.
- This requirement aimed to prevent homes from transforming into rental duplexes and encouraged home ownership for overall neighborhood stability.
- The condition addressed potential concerns about the City approving additional units, emphasizing the gradual and organic growth of residential properties.

#### • Flexibility in Occupancy:

- The requirement for one unit to be owner-occupied allowed property owners flexibility in deciding whether to reside in the ADU while renting out the main house or vice versa.
- This ensured the ongoing presence of the property owner on the premises, regardless of the specific configuration of living arrangements.
- Notices and Violations:
  - The City retained authority over notices and violations related to ADUs.
  - Enforcement measures included the ability to place a lien on the property.
  - Violations could result in fines of \$100 per day, indicating a substantial deterrent and regulatory mechanism.

• These enforcement measures aimed to ensure compliance and deter any deviations from the established regulations, demonstrating the City's commitment to the proper use and management of ADUs.

Councilmember Alexander stated the proposed ordinance allowed for a denied approval application to be appealed through the appeal authority. He asked who the appeal authority would be.

Gary explained pursuant to the City Code an appeal authority was appointed when needed (Title 10, Chapter 10.10). This change was implemented to ensure a more streamlined and efficient process. Historically, three or four qualified individuals were pre-selected for this role.

Ty stated a recent training session he attended suggested potential challenges when appointing individuals at the time of a challenge, as the other party may not have an opportunity to provide input on the appointees. It was acknowledged that it had been a while since appointments were made, and there was a proposal to address this by revisiting the selection of qualified individuals.

Gary said often the attorney from another jurisdiction played a crucial role. For instance, Clint Drake from Bountiful used to be a part of Layton's appeal authority, and Layton reciprocated by having a representative on his team. He stated this reciprocal arrangement was a common practice. The selection process typically involved choosing someone from the land use group. The emphasis was on selecting an individual who could maintain objectivity and possessed comprehensive knowledge. The key consideration was to ensure that the selected person could approach matters impartially, especially in cases where there might be skepticism due to local affiliations.

Councilmember Alexander suggested referencing the existing City code in the proposed ordinance, specifically the section related to the appeal authority, for clarity and consistency.

Discussion commenced regarding the addressing section of the ordinance. For all ADUs the address would incorporate an "a," "b," or "c" designation alongside the house number for emergency services, or any location-specific purposes. This method ensured clarity and precision in specifying different units within the same address. Because the Morgan Post Office is a rural post office it will only deliver mail to the main house number.

Discussion regarding the concern of constructing the Accessory Dwelling Unit (ADU) before the primary residence. Ty pointed out that this approach could pose challenges unless both were part of a joint application. Ty emphasized the importance of having the main residence planned and in progress before considering the ADU. Concerns were raised about potential limitations if someone decided to build their dream home after constructing the ADU, considering factors were the placement of the ADU affecting the property and the positioning of the primary residence. Ty mentioned current regulations prohibited constructing structures like a barn before the main house. This raised the question of whether the ordinance needed addressing to accommodate such situations.

Jake suggested that the process might require obtaining plans for both units simultaneously to avoid future complications.

Ty considered the possibility of both building plans being approved at the same time to provide flexibility. However, he acknowledged the potential financial challenges and suggested that having the main residence built first or simultaneously could be a more prudent approach. He also expressed concerns about situations where a building permit was obtained but the construction was delayed or abandoned, leading to a reset in the process. Jake suggested adding language to the ordinance stating that detached ADUs should be built after the primary dwelling was constructed or simultaneously.

#### TRAINING – GARY CRANE, CITY ATTORNEY

Gary said one of the most frustrating things he encountered during his time on the Hill was dealing with referendum issues. There was always a sentiment that referendums were sacred because they dealt with the electorate – the people who vote and their ability to vote. He provided some historical context. He explained Utah was one of the first states to adopt a referendum or initiative back in 1900. By 1920, about nine states had adopted some form of referendum or initiative. He said the individuals on the Hill believed there was a need for people to vote on issues, leading to the adoption of referendums. However, the original framers of these referendum and initiative provisions in the Constitution likely never anticipated that they would be used to limit someone else's use of their land. He said he believed that if they had foreseen this, they might have included restrictions.

Gary stated in subsequent years, the legislature exempted zoning from the referendum process. The Constitution stated that people have the right to vote on issues, but only as the legislature created rules for voting on those issues. The court has been cautious about ensuring the legislature doesn't overreach. For a long time, there were no rules addressing planning, zoning, and financial issues in referendums.

Gary said in the '70s, a provision was invoked to subject planning and zoning to referendums, but limited it to only certain legislative acts, i.e., a rezone, a massive rezone of the city, a large master plan change, or an annexation. Many states continued to exempt land use from referendums due to conflicting constitutional rights – people's right to develop their land versus their right to vote on issues. However, the legislature passed Senate Bill 199, stating that if a land use provision and had received a 100% vote from the legislative body, it was not subject to referendum. This marked a significant shift in favor of land use and development.

Gary delved into specific cases, discussing a judge's determination regarding a referendum over highdensity housing. The court's decisions and the evolving landscape of referendums in the state were highlighted, emphasizing the potential impact on property rights and development.

Overall, the training session provided insights into the complexities and challenges associated with the referendum process, particularly in the context of land use issues.

This meeting was adjourned at 7:03 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the February 13, 2024 meeting.

MINUTES OF MORGAN CITY COUNCIL MEETING	DECEMBER 12, 2023; 7:08 P.M.
MAYOR AND COUNCILMEMBERS PRESENT:	Mayor Steve Gale, Tony London, Jeff Wardell, Jeffery Richins, and Dave Alexander
STAFF PRESENT IN-PERSON:	Ty Bailey, City Manager; Gary Crane, City Attorney; Denise Woods, City Recorder; Jake Young, CitiDesign, City Planner; and Cyler Preece, Water/Wastewater Operator;
EXCUSED:	Eric Turner
OTHERS PRESENT:	Ed Schultz, Wasatch Peaks Ranch; Rachel Preece and Kerry Preece

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

This meeting was called to order by Mayor Steve Gale.

The pledge of allegiance was led by Councilmember Richins.

The opening ceremony was presented by Councilmember Wardell.

#### **APPROVAL OF MEETING AGENDA**

- **MOTION:** Councilmember London moved to approve the agenda.
- **SECOND:** Councilmember Richins

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

#### **MINUTES AND WARRANTS**

MOTION: Councilmember Alexander moved to approve the following: Minutes of the City Council Work Meeting – November 14, 2023; Minutes of the City Council Meeting – November 14, 2023; Minutes of the Special City Council Meeting – December 5, 2023; and Warrants (11/09/2023 – 12/08/2023).

**SECOND:** Councilmember London

Vote was 4 ayes; Motion passed to approve the minutes with corrections made by Councilmember Alexander and one set of warrants; Councilmember Turner was absent.

#### **CITIZEN COMMENTS**

Ed Schultz, Wasatch Peaks Ranch – 4175 North Morgan Valley Drive, Morgan, Utah – Mr. Schultz addressed some recent changes in the community. He stated their company, Wasatch Peaks Ranch, had been an active member of this community for almost five years. A recent ruling had led to the transition from a temporary restraining order, due to ongoing litigation, to a preliminary injunction. He shared information about the impacts of these changes, as they have had a significant effect on us as a company and as members of the community.

Ed stated Wasatch Peaks Ranch employed over 190 individuals, 40 of whom are residents of Morgan. He said they had obtained 140 approvals from Morgan County, the State, and the US Army Corps of Engineers, all of which are now under question. The repercussions now extend to all members and citizens of the County, affecting taxpayers and school children. Last year, residents on the 50 home sites we platted and created in 2022 contributed \$2.2 million in tax payments to Morgan County. Although this discussion pertains to Morgan City, it's crucial to note that these Morgan County taxes also support the School District, benefiting many City residents and school children, with around 70% of the funding going to the School District. He said looking ahead to 2023, we have planned an additional 50-55 home sites, the tax implications of which are now uncertain. These new home sites, based on assessed values in 2022, could have potentially created up to another \$4.5 million in taxes for the County and the School District. We are actively working to understand the implications of these developments.

Ed emphasized that these impacts now extend community-wide, affecting all citizens, taxpayers, and school children. Furthermore, the ramifications reach beyond our immediate valley. He said Wasatch Peaks Ranch employed over 300 contract employees and subcontractors, whose work had been halted except for protective maintenance. The financial impact on these individuals, especially during the holiday season, is significant. Employees were based in various counties, including Morgan, Weber, Davis, Summit, Salt Lake, Tooele, and even parts further south.

Ed presented a dozen impact letters shared in a recent court hearing, representing companies of various sizes, such as Hunt Electric, Integrity Golf, Langan Engineering, Magleby Construction, and Whitaker Construction. Secondary, tertiary, and even quaternary impacts are starting to surface, affecting businesses and individuals in unforeseen ways. I have personally read each one and spoken with the individuals involved. It is anticipated that this will be a challenging Christmas for many people.

He stated while we firmly believe in constitutional rights, we acknowledge the need for a responsible exercise of those rights. My primary aim is to raise awareness about the wide-ranging impacts on friends, neighbors, fellow citizens, and their children and grandchildren.

Ed expressed his thanks to the Mayor and Council for their time and service.

#### VERBAL PRESENTATIONS

Cyler T. Preece – Cross Connection Control Program Administrator Certificate – Mayor presented Cyler his certificate and expressed appreciation on behalf of the City for his hard work and dedication to completing the program. He complimented Cyler on his work with the City.

#### ACTIVE AGENDA

#### AN ORDINANCE ENACTING TITLE 10, CHAPTER 10.16, SECTION 10.16.180 ENTITLED ACCESSORY DWELLING UNITS OF THE MORGAN CITY CODE; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE – ORDINANCE 23-16

Mayor stated City Staff, the Planning Commission, and the City Council had spent a great deal of time discussing and drafting this ordinance regarding accessory dwelling units. He turned the time over to Jake to present the ordinance to the City Council for adoption.

Jake Young, City Planner, CitiDesign, provided background information for future viewers, explaining that an accessory dwelling unit (ADU) was a second residential unit on a property, which can be internal, attached, or detached. He highlighted the secondary nature of ADUs in residential living and their significance for the community.

Jake stated a year ago, there was a joint session with the Planning Commission and the City Council where various topics, including ADUs, were discussed. At that time the City Council approved the pursuit of ADUs, and over the next six to seven months, the Planning Commission worked on crafting an ordinance. Last month, the Planning Commission recommended the ordinance to the City Council for approval. He stated the proposed ordinance allowed Morgan City residents to apply for internal, attached, or detached ADUs. He emphasized the foundation requirement for detached ADUs, ensuring they are not mobile homes, that utilities would not have additional metering, and arrangements for utility payments would need to be made between homeowners and ADU residents.

Jake touched upon the affordability aspect of ADUs, noting their potential to offer housing options and generate income for homeowners. The discussion also included potential changes to the ordinance, specifically in sections related to appeal authority and standards for detached ADUs. The proposed changes involved referencing the City Code on appeal authority and adding a requirement that detached ADUs be built after or simultaneously with the primary dwelling. Jake mentioned the building height regulations and suggested that the existing maximum height of 25 feet for accessory buildings might be applied to ADUs.

Discussion ensued regarding potential changes to the ordinance. The consensus leaned towards passing the ordinance as is.

**MOTION:** Councilmember Alexander moved to adopt Ordinance 23-16 – An Ordinance enacting Title 10, Chapter 10.16, Section 10.16.180 entitled Accessory Dwelling Units of the Morgan City Code; Providing for repealer; Providing for severability; and Providing for an immediate effective date; with the proposed changes in Section 10.16.180.07(D)(1)(d) to read, "A denied approval application may be appealed through the appeal authority pursuant to Title 10, Chapter 10.10 of the Morgan City Code; and Section 10.16.180.10 to be changed with the addition of Section 10.16.180.10(G) to read, "A detached ADU shall be built after or simultaneously to the primary structure.

#### **SECOND:** Councilmember London

**Discussion on the Motion:** The Council discussed and confirmed that these modifications would be incorporated into Section 10.16.180, providing clear guidelines for the construction timing of detached ADUs and clarification of appeal authority.

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

Vote was 4 ayes; Motion passed unanimously to adopt Ordinance 23-16 – An Ordinance enacting Title 10, Chapter 10.16, Section 10.16.180 entitled Accessory Dwelling Units of the Morgan City Code; Providing for repealer; Providing for severability; and Providing for an immediate effective date; with the proposed changes in Section 10.16.180.07(D)(1)(d) to read, "A denied approval application may be appealed through the appeal authority pursuant to Title 10, Chapter 10.10 of the Morgan City Code; and Section 10.16.180.10 to be changed with the addition of Section 10.16.180.10(G) to read, "A detached ADU shall be built after or simultaneously to the primary structure; Councilmember Turner was absent.

#### **BID AWARD – STATE STREET WATERLINE 2023 PROJECT – RESOLUTION 23-34**

Ty Bailey, City Manager, provided information regarding the State Street Waterline 2023 Project. He explained that a leak had been discovered, specifically a lateral service leading to a far property, was found to be in poor condition. The project aimed to replace this section with a mainline, allowing for potential future connections if services were extended or property annexed. Competitive bids were received, and Ty expressed satisfaction with both the number of bids and their proximity in value. He stated the project, expected to commence in the spring. He emphasized that the work along State Street was essential and would likely be required regardless of annexation or other developments.

Ty mentioned that the engineer was comfortable with the company and the bid estimate was \$225,000.00.

Gary clarified that the standard practice was not to specify a bid amount but rather to authorize change orders as needed. The bid document contained all the necessary line-item pricing, and any changes would be handled within the established bid prices.

**MOTION:** Councilmember London moved to approve Resolution 23-34 – A Resolution authorizing an agreement with Allied Underground Technology for the State Street Waterline 2023 Project; Authorizing further negotiations and change orders necessary for the completion of the State Street Waterline 2023 Project.

**SECOND:** Councilmember Richins

**Discussion on the Motion:** No discussion.

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

Vote was 4 ayes; Motion passed unanimously to approve Resolution 23-34 – A Resolution authorizing an agreement with Allied Underground Technology for the State Street Waterline 2023 Project; Authorizing further negotiations and change orders necessary for the completion of the State Street Waterline 2023 Project; Councilmember Turner was absent.

#### **CITY REPORTS AND BUSINESS**

#### **COUNCIL REPORTS**

Councilmember London provided feedback from citizens regarding a need for a crosswalk at the end of the sidewalk leading into Island Road. The concern was that while the new sidewalk was beneficial for children walking across, a significant number crossed 300 West to reach the adjacent subdivisions. He said the citizens had proposed the idea of a crosswalk to enhance safety.

In response, the suggestion was acknowledged, and it was mentioned that the current focus had been on sidewalks directly associated with schools. The possibility of a crosswalk at the specified location was considered, taking into account the need for additional striping. The responsibility for the road was clarified, and it was mentioned that, as of now, only school-related crosswalks had been implemented. The need to assess the pedestrian traffic volume before making a decision was highlighted. The discussion also touched upon studying the traffic flow in the area, considering that Island Road had traffic coming from different directions. It was agreed that further investigation would be conducted to evaluate the feasibility of implementing a crosswalk at the suggested location.

Councilmember Richins mentioned he had received complaints about the uncleared sidewalk along the vacant lot at the end of Riverside Park and suggested Code Enforcement get in contact with the owner and clear it, so it was safe for pedestrians.

Appreciation was expressed for City staff's efforts, especially in keeping walkways clear during th winter months.

#### **CITY MANAGER UPDATES**

 $\underline{Snowstorm}$  – Ty informed the Council about the challenges with snow plowing during the last snowstorm. The new snowplow had broken and went back for repairs, and the old one also broke during use, causing delays in snow removal.

<u>UAMPS Award – Clark Crook</u> - Ty updated the Council regarding the UAMPS annual meeting and the upcoming recognition of Clark Crook – UAMPS Employee of the Year.

<u>CMT Technical Services Agreement – Commercial Street Roadway Investigation</u> – Ty updated the Council regarding the CMT Technical Service Agreement the City had entered into which would assess the road conditions before starting the Commercial Street improvements project in the spring. The need for improvements on Commercial Street was explained, specifically mentioning the rough road and concerns about the existing infrastructure.

<u>Preece Annexation – Certificate Received from Lt. Governor's Office</u> – Ty informed the Council that Preece annexation had been reviewed by the Lieutenant Governor's office and had been approved.

<u>**Train Depot**</u> – Ty updated the Council on the progress that had been made on the Train Depot project. He said the Historic Society expected to move in by the first of the year. He mentioned there would be a new sign for the Depot.

<u>Union Pacific Easement</u> – Ty stated he had been in contact with Union Pacific regarding an easement for the train viewing park.

<u>Historic District Plaques</u> – Ty stated the plaques for building along Commercial Street in the Historic District had been completed. The Mayor had made efforts to discuss placing plaques on buildings with owners. He stated the Historic District was a third-party non-profit group consisting of business owners on Commercial Street, Cheryl Gross and a couple others in an effort to help out with the Downtown Historic District and they had been great to work with. The Mayor and/or Ty attend their meetings.

Hometown Christmas – Discussed earlier in Council Report.

**Downtown Area Plan** – Ty said progress had been made on the Downtown Area Plan, involving background research, economic surveys, and stakeholder committee invitations had been sent out. Collaboration with CitiDesign had occurred, and meetings were scheduled on Wednesdays at 2 o'clock. Wasatch Front Regional Council was doing research regarding parks and trails. Emphasis was placed on the importance of having a plan for trails to be eligible for state trail grants. Jake mentioned this was a long-term vision and in order to be awarded a grant the City needed to have a plan and land in place.

<u>Vehicles</u> – Ty stated two new trucks had been acquired, and two old trucks (2019 models) would be put up for sale. Details about the trucks, including make, model, and year, were provided.

Ty also stated that everything which was posted on the public website sold and the other items went to the Council as surplus.

This meeting was adjourned at 8:08 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the February 13, 2024 meeting.



MINUTES OF MORGAN CITY COUNCIL MEETING

JANUARY 9, 2024; 7:00 P.M.

MAYOR AND COUNCILMEMBERS	
PRESENT:	Mayor Steve Gale, Tony London, Eric Turner, Jeffery Richins, and Dave Alexander
STAFF PRESENT IN-PERSON:	Ty Bailey, City Manager; Gary Crane, City Attorney; Clark Crook, Power Foreman; and Denise Woods, City Recorder
EXCUSED:	Jeff Wardell
<b>OTHERS PRESENT:</b>	Marcus Blackburn, Innovative Structural Solutions

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

This meeting was called to order by Mayor Steve Gale.

The pledge of allegiance was led by Councilmember Turner.

The opening ceremony was presented by Councilmember Alexander.

#### **APPROVAL OF MEETING AGENDA**

- **MOTION:** Councilmember Turner moved to approve the agenda
- **SECOND:** Councilmember London

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

#### MINUTES AND WARRANTS

- **MOTION:** Councilmember London moved to approve the following: Warrants (12/08/2023 - 01/05/2024)
- **SECOND:** Councilmember Turner

Vote was 4 ayes; The motion passed unanimously to approve one set of warrants; Councilmember Wardell was absent.

#### **CITIZEN COMMENTS**

No citizen comments.

#### VERBAL PRESENTATION

Councilmember Alexander played the presentation for the Council of the UAMPS meeting where Clark Crook was awarded the 2023 UAMPS Employee of the Year Award. During the presentation a letter of nomination from the City was read.

Mayor congratulated Clark on receiving the award and expressed appreciation for all had done for the City.

#### ACTIVE AGENDA

#### **RESOLUTION APPOINTING A MORGAN CITY REPRESENTATIVE TO THE ADMINISTRATIVE CONTROL BOARD FOR THE WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT – RESOLUTION 24-01**

Mayor proposed that Councilmember London continue as the representative to the Administrative Control Board for the Wasatch Integrated Waste Management District.

Councilmember London expressed appreciation for the Council's support on this matter. He explained he had been on the Board for quite some time and had familiarized himself with various aspects during his tenure. He said it was indeed a valuable experience where he had the opportunity to network and learn extensively about waste management.

Councilmember London mentioned the upcoming initiative. He explained there's a likelihood of a requirement for a blue recycling can at every residence in both the City and the County. He stated this potential change was expected to be implemented in the next year or year and a half. He said he would keep the Council informed as developments unfold, ensuring that the City stay updated.

Denise Woods, City Recorder, explained Councilmember London's term on the Board had expired and the renewal process was to occur every four years. She stated this resolution ratified Councilmember London's term beginning from his last appointment's end date, which was January 1, 2019, and appointment to the Board will now expire on December 31, 2028.

- **MOTION:** Councilmember Turner moved to adopt Resolution 24-01 A resolution Appointing a Morgan City Representative, Tony London, to the Administrative Control Board for the Wasatch Integrated Waste Management District.
- **SECOND:** Councilmember Richins

#### Discussion on the Motion: None

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 24-01 – A resolution appointing a Morgan City representative, Tony London, to the Administrative Control Board for the Wasatch Integrated Waste Management District; Councilmember Wardell was absent.

#### **RESOLUTION APPOINTING INDIVIDUALS TO THE PLANNING COMMISSION AND RECEIVING ADVICE AND CONSENT OF THE CITY COUNCIL – RESOLUTION 24-02**

Mayor presented Erin Bott, Lance Prescott, and Ray Little as Planning Commission members, each for a 4-year term. He stated he had spoken to each of them and acknowledged that they were all willing to continue their service on the Planning Commission.

Councilmember London stated they had done an excellent job in the past and were highly engaged and contributed to the Planning Commission effectively.

- **MOTION:** Councilmember London moved to adopt Resolution 24-02 A resolution appointing individuals to the Planning Commission and receiving advice and consent of the City Council; those individuals being Lance Prescott and Erin Bott as members for a 4-yr term, and Ray Little as an alternate member, each for a 4-year term which expired January 1, 2028.
- **SECOND:** Councilmember Turner

#### Discussion on the Motion: No discussion.

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 24-02 – A resolution appointing individuals to the Planning Commission and receiving advice and consent of the City Council; those individuals being Lance Prescott and Erin Bott as members, and Ray Little as an alternate member, each for a 4-year term which expired January 1, 2028; Councilmember Wardell was absent.

#### **RESOLUTION AUTHORIZING THE CITY OF MORGAN TO DISPOSE OF AN INSIGNIFICANT PARCEL OF PROPERTY, AS DEFINED BY CITY CODE, LOCATED AT APPROXIMATELY 400 EAST STREET, MORGAN, UTAH – RESOLUTION 24-03**

Ty updated the Council regarding the development of Innovative Structural Solutions. A map was displayed for the Council viewing. He stated the collaboration between the City and the Company involved the dedication of a small sliver of property back to the Company, aimed at clearing up boundaries. A retaining wall was being constructed to address elevation issues and facilitate road development. The Company had made necessary improvements to meet City requirements, allowing them to build closer to the street.

- **MOTION:** Councilmember Turner moved to adopt Resolution 24-03 A resolution authorizing the City of Morgan to dispose of an insignificant parcel of property, as defined by City Code, located at approximately 400 East Street, Morgan, Utah; Authorizing the Mayor to execute the Deeds and other necessary documents.
- **SECOND:** Councilmember Richins

#### Discussion on the Motion: None

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 24-03 – A resolution authorizing the City of Morgan to dispose of an insignificant parcel of property, as defined by City Code, located at approximately 400 East Street, Morgan, Utah; Authorizing the Mayor to execute the Deeds and other necessary documents; Councilmember Wardell was absent.

#### **CITY REPORTS**

#### **CITY MANAGER**

**Spring Road Project** – Ty provided an update, stating that a spring road project with five different components was underway. He emphasized the need for attention to various issues. He mentioned that the projects are open for bidding to secure favorable pricing before increased demand. He said the projects included:

- Deer Valley Run needs significant work, involving new curb, gutter, sidewalk, leveling course, and overlay to address settling issues and improve the sidewalk.
- Another project focuses on the east side of 100 South, addressing stormwater problems and elevation issues caused by steep driveways. Proposed solution involved reshaping, transitioning, and widening the sidewalk.
- Commercial Street Hill, with multiple layers of asphalt causing a rough surface, is slated for demolition and rebuilding. Cord drilling and studying the area have been done to understand its composition better.
- A missing sidewalk section near the cemetery on 700 East north side is also part of the spring projects.

Ty explained that these projects, funded by a bond, amount to approximately \$1 Million Dollars in road improvements. He mentioned plans for a new hire in the Road Department to support ongoing projects, as they've been short-staffed since the departure of the last helper.

**Surplus Committee Update** – Ty updated the Council regarding the sale of two Ram 3500 trucks and an old stage.

**Sewer Tolerance Agreement** – Ty reported that the State DEQ underwent an audit and was supposed to have been issuing fines since 2019 for each of their violations. He explained that the violations primarily stemmed from the reconstruction of sewer ponds, which were temporarily offline, and the subsequent efforts to balance the system. Ty mentioned a failure to report and a Tolling Agreement, indicating that the DEQ would be issuing fines for past years. Despite this, Ty emphasized that they were documenting the money invested in their system to offset the fines instead of paying them directly. Ty noted that they were aware of the issues, actively addressing them, and had invested half a million dollars in the solution. He acknowledged uncertainty about the fine amounts but assured that the City had responded to each finding. Ty anticipated presenting the situation to the Council once the agreement was in place.

Regarding future fines and violations, Ty addressed concerns about the DEQ being more adamant about issuing fines rather than warnings. He expressed confidence in their improvements, particularly with the diffuser project, and stated that they didn't expect the same problems that led to the current situation. Ty highlighted the progress made in complying with permits, stating that the situation was the best it had been since he was employed by the City.

**Morgan City Welcome Video** – Ty explained the grant the City received for the Historic District included funds for video production of the initial version of a video for the City's website, specifically a welcome video visible upon entering the site. The company planned to create additional videos for different seasons, such as spring, summer, and fall. Ty shared the first video to gather feedback and comments from the Council. He explained the Planning Commission was the advisory board for the Historic District. He played the video for the Council's review.

**OutiFi** – **Public Notification App** – Ty discussed a recently signed contract with a startup company developing an app which focused on public notification and internal communication for reporting and addressing outages. Ty explained that the app allowed users to report outages or receive notifications about upcoming outages. He highlighted the map-based feature, utilizing contact information to pinpoint affected areas.

Ty mentioned the company's initial focus was on power outage notifications, but after meeting with them, he convinced them to include water and sewer notifications as well. The app would send targeted messages to specific groups to avoid unnecessary notifications for everyone. Ty outlined how the app would streamline communication during outages, including providing status updates and handling inquiries from the public. He emphasized the app's interface for daily use and its ability to send important information directly to the Mayor and Council. Ty expressed satisfaction with the company's responsiveness to feedback, mentioning test drives and adjustments based on utility staff's input. He anticipated having the contract finalized in the next meeting and possibly a demo of the app shortly after. Ty looked forward to providing more details during the next meeting and characterized the project as a fun and exciting endeavor.

This meeting was adjourned at 7:49 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the February 13, 2024 meeting.

### Utah's Centers for Independent Living















- The New Choices Waiver Program is designed to serve individuals who are residing long term in a nursing facility, licensed assisted living facility, licensed small health care (Type N) facility or another type of Utah licensed medical institution (except institutions for mental disease).
- The Program offers an option for these individuals to move into integrated community-based settings if they wish to do so and if their needs can be safely met in the setting that they have chosen.



#### What is AgrAbility?

AgrAbility is part of a national program designed to help farmers, ranchers and their family members remain in agriculture when facing limitations due to aging, disease, injury, illness, or other disability. Conditions may include:

Arthritis Back injury Chronic pain Heart conditions Hearing or Visual impairments Respiratory diseases Spinal cord injury Post-polio syndrome Amputations Traumatic brain injury And more

•AgrAbility of Utah is a partnership between Utah State University Extension and Roads To Independence. AgrAbility works closely with Vocational Rehabilitation and other agencies to secure funding for necessary accommodations.

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You can expect a team of compassionate instructors who work hard to help youth succeed

•Our team has prepared a curriculum that will help the students gain knowledge through multiple courses taught over 8 weeks, either in the classroom or through virtual learning platforms.

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#### **RESOLUTION 24-04**

#### A RESOLUTION ACCEPTING QUIT CLAIM DEEDS TO MORGAN CITY FROM ANN W. WARDELL AND THE BOARD OF EDUCATION MORGAN COUNTY SCHOOL DISTRICT FOR THE INSTALLATION OF A SEWER LIFT STATION TO BE INSTALLED ON PROPERTY ALONG THE SOUTH SIDE OF YOUNG STREET EAST OF MORGAN ELEMENTARY SCHOOL.

WHEREAS, in anticipation of future development along Young Street, Morgan City has begun the process of designing and acquiring the necessary property for a sewer lift station to be installed along the south side of Young Street and east of Morgan Elementary School; and

WHEREAS, Ann W. Wardell (hereinafter referred to as "Wardell") owns real property located at approximately 446 East Young Street, Morgan, Utah; and

WHEREAS, the Board of Education Morgan County School District (hereinafter referred to as "School District") owns real property located at approximately 344 East Young Street, Morgan, Utah; and

WHEREAS, Wardell and the School District desire to deed to the City the necessary property for the installation of the sewer lift station; and

WHEREAS, the City will install the sewer lift station, as shown on the Record of Survey – Morgan City and Board of Education M.C.S.D. Property, attached hereto as Exhibit "A," when necessary and shall enter into a Payback Agreement with future developer(s) to cover their proportionate share of the cost of the sewer lift station; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the Quit Claim Deeds from Ann W. Wardell and the Board of Education Morgan County School District for property necessary for the installation of a sewer lift station to be located on the south side of Young Street east of Morgan Elementary School.

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

- 1. That the Quit Claim Deed between Ann W. Wardell and Morgan City, which is attached hereto and incorporated herein by this reference as Exhibit "B," be adopted and approved.
- 2. That the Quit Claim Deed between the Board of Education Morgan County School District and Morgan City, which is attached hereto and incorporated herein by this reference as Exhibit "C," be adopted and approved.
- 3. That the City shall install the sewer lift station, as shown on the Record of Survey Morgan City and Board of Education M.C.S.D Property, attached hereto and incorporated herein by this reference as Exhibit "A," when necessary and shall enter into a Payback Agreement with future developers to cover their proportionate share of the cost of the lift station.
- 4. That the Payback Agreement between the City and future developer(s) be presented to the City Council for approval as future development is reviewed and approved by City staff and the Planning Commission.
- 5. That the Mayor be authorized to sign the acceptance of the Quit Claim Deeds from Ann W. Wardell and the Board of Education Morgan County School District on behalf of Morgan City.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 13<sup>th</sup> day of February, 2024.

ATTEST:

STEVE GALE, Mayor

DENISE WOODS, City Recorder

#### CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	-	-	
Councilmember Wardell			<u></u>
Councilmember Turner			<u>0:</u> 0;
Councilmember Richins			
Councilmember Alexander			

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

Mayor Gale



Mail filed copy to:

Morgan City 90 West Young Street Morgan, Utah 84050

#### **QUIT-CLAIM DEED**

ANN W. WARDELL, GRANTOR(S), of 446 East Young Street, Morgan, County of Morgan, State of Utah, hereby QUIT-CLAIM to MORGAN CITY CORPORATION, GRANTEE(S), of 90 West Young Street, Morgan, County of Morgan, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Morgan County, State of Utah:

Any interest in the following described property:

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01' 04"EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B. THENCE NORTH 00°01'04" WEST 2657.98 FEET; THENCE NORTH 90°00'00" EAST 500.12 FEET TO SOUTH LINE OF YOUNG STREET; THENCE NORTH 66°31'00" EAST 98.64 FEET ALONG SAID SOUTH LINE OF YOUNG STREET, TO THE SOUTHWESTERLY TIP OF THE TRIANGULAR TRACT OF LAND HAVING ENTRY NUMBER 51096, PARCEL NUMBER 00-0003-8503, AND SERIAL NUMBER 04-047-002, OF MORGAN COUNTY RECORDS AND BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 66°31'12" EAST 5.356 FEET ALONG SAID SOUTH LINE OF YOUNG STREET; THENCE SOUTH 23°19'12" EAST 1.488 FEET; THENCE SOUTH 82°03'12" WEST 5.555 FEET TO THE POINT OF BEGINNING;

CONTAINING 4 SQUARE FEET.

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

PARCEL NO(S). 00-0003-8503 SERIAL NO(S). 04-047-002 WITNESS the hand of said Grantor(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GRANTOR(S)

#### ANN W. WARDELL

#### STATE OF UTAH ) : ss. COUNTY OF MORGAN )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me ANN W. WARDELL, the signer(s) of the foregoing instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

Mail filed copy to: Morgan City Corporation 90 West Young Street Morgan, Utah 84050

#### **QUIT-CLAIM DEED**

MORGAN COUNTY SCHOOL DISTRICT, GRANTOR(S), 240 East Young Street, Morgan, County of Morgan, State of Utah, hereby QUIT-CLAIM to MORGAN CITY CORPORATION, GRANTEE(S), of 90 West Young Street, Morgan, County of Morgan, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Morgan County, State of Utah:

Any interest in the following described property:

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36 AS MONUMENTED BY A NAIL IN THE TOP OF A CONCRETE CYLINDER WHICH BEARS SOUTH 00°01'04" EAST 4661.61 FEET FROM MORGAN CITY SURVEY MONUMENT B. THENCE NORTH 00°01'04" WEST 2657.98 FEET; THENCE NORTH 90°00'00" EAST 500.12 FEET TO SOUTH LINE OF YOUNG STREET, THE TRUE POINT OF BEGINNING;

THENCE NORTH 66°31'00" EAST 44.00 FEET ALONG SAID SOUTH LINE OF YOUNG STREET; THENCE SOUTH 23°19'12" EAST 52.00 FEET; THENCE SOUTH 66°31'12" WEST 44.00 FEET; THENCE NORTH 23°19'12" WEST 52.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,288 sq.ft. 0.05 acres.

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

PARCEL NO(S): 00-0003-8263 SERIAL NO(S): 04-042-N/A

WITNESS the hand of said Grantor(s), this day of , 2024.

GRANTOR(S)

SCOTT MCMILLAN Business Administrator Board of Education, Morgan County School District

#### STATE OF UTAH ) : ss. COUNTY OF MORGAN )

On the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for the State, personally appeared SCOTT MCMILLAN, BUSINESS ADMINISTRATOR, BOARD OF EDUCATION, MORGAN COUNTY SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC

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#### **TECHNICAL MEMORANDUM**

Re:	Morgan City Mitigation Planning Technical Assistance for the Weber River at State Street Bridge – Planning Technical Assistance for the Weber River at State Street Bridge, City of Morgan, UT
Project No.	238210011
Date:	December 26, 2023
Tel:	(801) 372-8112
By:	Ben Rood
То:	Jamie Huff

#### **PROJECT BACKGROUND**

The Weber River watershed consists of mountainous terrain that can produce very high flows during large rain, snowmelt, or rain-on-snow events. Multiple reservoirs, municipalities and agricultural areas are sourced from the river and regulate much of the watershed, but flood risk remains a serious hazard for many residential and commercial areas. The State Street Bridge (Bridge) is a critical crossing along the Weber River, connecting the north and south sides Morgan City. The current Flood Insurance Rate Maps (FIRM) went effective in 2017 (Figure 1). The current Federal Emergency Management Agency (FEMA) hydraulic model evaluates the flood risk and provides the basis for the current effective FIRM maps. The Bridge is located in a developed neighborhood, with several homes and commercial buildings within the effective 100-year floodplain and floodway. The bridge and the elevated banks on either side of the channel upstream of the bridge provide a pinch point that causes water levels to rise and spread out into town. The purpose of this study is to leverage the effective hydraulic model to evaluate alternatives that can be used to improve the hydraulic efficiency and capacity of the Bridge.

WSP USA Environment & Infrastructure Inc. 10808 S River Front Pkwy Suite 250 South Jordan, Utah 84088

### wsp



Figure 1. Effective Flood Insurance Rate Map

#### HYDROLOGY

#### **EXISTING HYDROLOGY**

The effective hydraulic model for the Weber River reach utilized the effective hydrology from the Flood Insurance Study report shown in Table 1 (FEMA, 2017). The initial hydrologic analysis was completed in 2010 and was not updated during the revisions in 2017. The Weber River at Gateway stream gage (10136500) was evaluated using the Bulletin 17b analysis method with a Log-Pearson Type III distribution. Gage data prior to 1967 was omitted from the analysis due to the hydrologic impact that the construction of East Canyon Reservoir has had on the downstream reach. The gage was then projected upstream to just above the confluence with East Canyon Creek. This projection location was then applied upstream within the effective hydraulic model. See Figure 2 for an overview of the reach and projection location. The gage at Echo Reservoir was evaluated, but not used for the gage projection calculations because it is highly regulated located just downstream of the release point for Echo Reservoir control structure.

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Figure 2 - Hydrology Overview Map

#### PROPOSED HYDROLOGY

The gage record of the Weber River at Gateway gage has increased by eleven years since the effective analysis was completed. Bulletin 17b has been replaced by Bulletin 17c as the currently accepted method by FEMA for performing gage frequency analysis. The proposed hydrology utilizes the updated Bulletin 17c methodology on the larger gage record while continuing to only use post-1967 peak flow records. The Weber River at the Gateway gage is highly regulated; therefore, station skew of -1.41 was used instead of regional skew values published by USGS (USGS, 2007). The station skew for post-1967 records is very close to the full record station skew of -1.31 for more than 100 years of record. The regional skew of -0.25 is much different, further justifying the use of the station skew.

The results of the proposed hydrology and the effective hydrology are shown in Table 1. The additional years of record resulted in peak flow rates that were relatively low (Figure 2), and Bulletin 17c tends to produce lower flow rates at high recurrence intervals (100-year, 500-year, etc.); therefore, it is reasonable that the flows have decreased between the two evaluations.

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#### FEMA GUIDELINES

FEMA requires that the proposed hydrology be significantly different than the effective hydrologic study as stated in the Guidance for Flood Risk Analysis and Mapping- General Hydrologic Considerations:

"Plus or minus one standard error, which is equivalent to a 68% confidence interval, should be used to determine if the effective and new base flood discharges are significantly different. If the effective base flood discharges are within the 68% confidence interval (one standard error) of the new base flood discharges, the new estimates are not considered statistically different and there is no need for a new study based only on changes in the flood discharges. If the effective discharges fall outside the 68% confidence interval (one standard error) of the new discharges, the estimates are considered significantly different, and a new study may be warranted based on changes in the flood discharges." (FEMA, 2016)

To evaluate whether the proposed analysis is statistically different, a 68% confidence interval was applied to the proposed Bulletin 17C analysis. As seen in Table 1, the 68% upper limit flow for the proposed analysis (7,243 cfs) is lower than the effective flow (7,665 cfs) at the Gateway gage, therefore the proposed 1% flow is statistically different than the effective 1% flow. This evaluation justifies the adoption of the proposed hydrology as the basis for the Morgan City Flood Mitigation Hydraulic model. The peak flow proposed for the State Street bridge analysis is 5156 cfs for the 1% annual chance flood event which represents a 22% reduction in the discharge value when compared with the effective FIS report.

HYDROLOGY COMPARISON	EFFECTIVE FIS HYDROLOGY 1% (CFS)	PROPOSED HYDROLOGY 1% (CFS)	PROPOSED 68% CONFIDENCE LIMIT	PERCENT DIFFERENCE
Weber River at Gateway Gage (10136500)	7665	6426	7243	-16%
Weber River Upstream of East Canyon Creek	6590	5156	5811	-22%

#### Table 1 - Effective and Proposed Hydrology Comparison

#### HYDRAULICS

The general process for obtaining a no-rise certification was followed for this analysis. This involved steps for producing duplicate effective, corrected effective, existing conditions, and proposed conditions models as stated in the Guidance for Flood Risk Analysis and Mapping - Floodway Analysis and Mapping (FEMA, 2021).

#### **EFFECTIVE MODEL**

The effective HEC-RAS model was downloaded from the FEMA Mapping Information Platform (MIP). No changes were made to the model in order for the results to be compared to those in the duplicate effective model.

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#### DUPLICATE EFFECTIVE MODEL

The effective model was copied and updated to HEC-RAS version 6.4.1. After running the model, the water surface elevation (WSE) results were confirmed to be within 0.5 feet of the effective model. The model comparison is focused on the upstream and downstream reach of the Weber River directly adjacent to the State Street bridge. A full model comparison was not done because the proposed project only encompasses a small portion of the effective reach. It is anticipated that any changes at the State Street bridge structure will not have impacts outside of the reach evaluated as part of this effort.

#### CORRECTED EFFECTIVE MODEL

The corrected effective model is created by copying the duplicate effective model and updating the model based upon new data. Since the previous study was completed, more accurate LiDAR was made available by the State of Utah Geospatial Resource Center (UGRC). New survey was obtained by CRS Engineers at the State Street Bridge. This survey included points within the channel and important points along the bridge structure. The LiDAR terrain was clipped to the model extents and survey was used to develop more accurate bathymetry around the structure. The new bathymetry and LiDAR terrain was only applied to the four Bridge cross-sections (XS's) and one XS downstream of the bridge because there were significant differences between the two LiDAR terrains for these 5 XS's. The remaining XS's were left unchanged from the effective model. Ineffective flow areas were updated to better fit these changes to terrain.

The hydrology was updated to the proposed hydrology (Table 1) at the same flow change locations as the effective model. Therefore, the flow of 5156 cfs just upstream of the confluence with East Canyon Creek was applied at the start of the model reach near Round Valley Golf Course and continued downstream through the Bridge. Lastly, the Bridge survey was utilized to update the high chord, low chord and general bridge geometry.

#### **EXISTING CONDITIONS MODEL**

The existing conditions model was created using the corrected effective model and updating it for comparison purposes. The only change was the removal of closest XS upstream of the bridge and moving it to the other side of the next upstream XS as shown in Figure 3.

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Figure 3 - Existing Conditions XS Adjustment

Table 2 - Hydraulic Model Water Surface Elevation (feet) Comparison

XS STATION	EFFECTIVE	DUPLICATE EFFECTIVE	CORRECTED DUPLICATE EFFECTIVE	EXISTING CONDITIONS	DUPLICATE EFFECTIVE VS. EFFECTIVE	CORRECTED EFFECTIVE VS. DUPLICATE EFFECTIVE	EXISTING CONDITION VS. CORRECTED EFFECTIVE
21223.36	5055.68	5055.68	5055.88	5055.88	ο	0.2	ο
21645.88	5057.69	5057.69	5058.24	5058.24	o	0.55	0
21745.8	5058.45	5058.45	5058.69	5058.67	ο	0.24	-0.02
21941.95	5060.29	5060.29	5060.42	N/A <sup>1</sup>	o	0.13	
21992.29	5060.49	5060.50	5060.45	5060.34	0.01	-0.05	LI:0-
22112	N/A	N/A	N/A	5060.62	N/A	N/A	N/A
22621.34	5061.25	5061.25	5061.33	5061.29	o	0.08	-0.04
<sup>1</sup> Cross-section re <sup>2</sup> Cross-section ad	emoved from the r ded to model to n	nodel to match pro natch proposed co.	oposed condition h nditions hydraulic	1ydraulics s			

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#### **PROPOSED CONDITIONS MODELS**

The proposed conditions models were created by copying the existing conditions model and adjusting for the proposed alternative. Additional edits such as adjusting ineffective flow areas were necessary based upon the change to WSE results and channel geometry. The changes to WSE are shown in and changes to floodplain shown in Attachments 2 and 3.

#### **ALTERNATIVES ANALYSIS**

1. Vegetation Removal: Removing vegetation along the banks and in the channel will result in a lower channel roughness value in the model. The channel is lined with bushes and trees that slow flows during large events (Figure 4). Lowering the channel roughness will lower the WSE by allowing water to move faster and more efficiently through the reach. In the effective and all subsequent models, the channel Mannings n roughness was set to 0.035 within the banks. For this alternative, the value was reduced to 0.03 for cross-section 22621 (approximately 760 ft upstream of bridge) to cross-section 21223 (approximately 640 ft downstream of bridge). A Mannings n of 0.03 was used to simulate a cleaned channel with dry rubble or riprap sides (Chow, 1959).



Figure 4 - Vegetated Banks Upstream of State Street Bridge

2. Channel Modification: A trapezoidal channel with cleared vegetation could convey water more efficiently through the Bridge. Keeping the thalweg the same as in the existing conditions model, a trapezoidal channel was cut across the 4 bridge XS's. The widths and slopes of the sides were adjusted to best fit the existing bathymetry, avoiding any impact to the banks. An example is shown in Figure 5.

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Figure 5 - Trapezoidal Channel Modification

3. Box Culvert Crossing: This alternative would use the already available depression in the terrain along the left bank, downstream of the Bridge. By placing a 6'x10' concrete box culvert along the left bank, upstream of the Bridge, flow would pass through and enter the ponded area downstream. The blue line in Figure 6 shows the general path that a culvert could utilize to convey water from the main channel to the pond. During the design phase, the exact volume and outlet works of the pond could be evaluated to further evaluate the impact to WSE and the floodway.

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Figure 6 - Culvert Crossing Path



Figure 7 - State Street Bridge with Proposed Box Culvert Upstream Cross-Section

4. Enlarged Opening: The Bridge curves as it crosses the Weber River, therefore reconstruction to enlarge the opening would be difficult and very expensive. The most feasible solution would be to raise the low chord. It was assumed for this evaluation that the road deck and railing would remain unchanged, although the feasibility of this would need to be further evaluated during the design phase. The low chord was raised in increments of 0.5 feet until significant changes to WSE

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could be observed. At 2 feet, similar WSE effects could be observed as in the other alternatives. A 2-foot rise in the low chord was estimated to be the largest feasible raise to the bridge, therefore no additional runs were evaluated.





Table 3 - Alternative Proposed Model Water Surface Elevation Comparison

XS STATION	EXISTING	VEGETATI	ON REMOVAL	CHANNEL N	AODIFICATION	CULVEF	RT CROSSING	ENLARC	ED OPENING
(DS TO US)	CONDITIONS	WSE	DIFFERENCE	WSE	DIFFERENCE	WSE	DIFFERENCE	WSE	DIFFERENCE
21223.36	5055.9	5055.9	0.0	5055.9	0.0	5055.7	-0.2	5055.9	0.0
21645.88	5058.2	5058.3	ĽO	5058.3	0.0	5056.9	-1.4	5058.2	0.0
21745.8*	5058.7	5058.6	L.O-	5058.2	-0.5	5057.2	-1.4	5058.7	0.0
21992.29*	5060.3	5060.3	L:0-	5060.2	Ľ.O-	5060.2	-0.2	5059.7	-0.6
22112	5060.6	5060.5	-0.2	5060.5	L.O-	5060.2	-0.4	5060.0	-0.6
22621.34	5061.3	5061.1	-0.2	5061.2	Ľ.O-	5061.3	0.0	5061.6	0.3

1% ANNUAL EXCEEDANCE PROBABILITY (100-YEAR) WATER SURFACE ELEVATIONS (FT)

\*Cross-sections surrounding the State Street Bridge (Figure 8)

# dsm



Figure 8 - Cross-Section Map

#### ENGINEERING PRELIMINARY COST ESTIMATE

WSP prepared a preliminary construction cost estimate for each of the alternatives. The cost estimates are representation of the order of magnitude costs associated with each alternative. These estimates will need to be further refined through an engineering design and construction estimation process.

#### Table 4: Construction Cost Estimate

ALTERNATIVE	ENGINEERING/PERMITTING	CONSTRUCTION	TOTAL COSTS
1 - Vegetation Removal	\$5,000	\$55,000	\$60,000
2 - Channel Modification	\$100,000	\$1,800,000	\$2,000,000
3 - Box Culvert	\$100,000	\$1,500,000	\$1,600,000
4 - Enlarged Opening	\$300,000	\$4,200,000	\$4,500,000

#### **COST ESTIMATE EVALUATION**

The cost estimates provided in Table 4: Construction Cost Estimate incorporate cost estimates for the conceptual design items in the construction of the proposed alternatives. Itemized cost estimates are attached in Attachment 4. The least expensive alternative is vegetation removal which includes removing the bushes, small trees and vegetation debris from the channel and banks channel. Large trees will remain in place for bank stability and protection. The vegetation removal alternative was estimated to be approximately \$60,000. The most expensive alternative would be the enlarged bridge opening. Re-constructing the bridge to raise the low chord could have a construction cost upwards of \$4.5 million. The two other alternatives would have similar costs, nearing \$2 million for the channel modification alternative will result in a much larger environmental impact below the ordinary highwater mark and will likely require a more extensive permitting process under NEPA Section 404. Although cost is not the only criteria for deciding on a preferred alternative, it is an essential part of the decision-making process.

#### CONCLUSION

After evaluating each of the alternatives, the culvert crossing option provides the most benefit at the second lowest total cost. A full reconstruction of the bridge could improve conveyance significantly, but would cost significantly more money than all alternatives. The culvert greatly reduces flooding downstream of the bridge and State Street is no longer being overtopped to the north during the 100-year event (Attachment 2). The floodway can be confined to the channel for much of the section around the bridge (Attachment 3). In addition to reducing the extents of the floodway and lowering water surface elevations in the floodplain, the culvert allows for construction of a pond in the currently unused natural depression downstream of the bridge. During the design phase, the volume and outlet

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works of the pond should be designed to optimize the floodplain and floodway, while providing a new pond that will benefit the community.

#### FUNDING RESOURCES

Several potential funding sources for this project are available at the federal, state, and local levels that are targeted to the different aspects of this project, including flood mitigation, infrastructure, and environmental mitigation. It is recommended that an in-depth funding analysis be conducted to determine which programs are the best fit for this project and are the most likely to produce results. The funding application process usually has a cost associated with preparing the application and most funding sources require matching community funds that range from 10 to 50 percent of the total funding amount. Funding agencies and programs to consider potentially supplementing the cost of the State Street Bridge project are as follows:

- 1. FEMA Building Resilient Infrastructure and Communities (BRIC) The BRIC goal is to support communities as they undertake hazard mitigation projects.
- 2. FEMA Flood Mitigation Assistance (FMA) Grant is a grant program to provide funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program.
- 3. Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) is a federal credit program administered by EPA for eligible water and wastewater infrastructure projects. Eligibility for local, state, tribal, and federal government agencies.
- 4. Natural Resources Conservation Service (NRCS) Watershed Protection ad Flood Prevention Act (PL 566) authorizes the United States Department of Agriculture (USDA)NRCS to help local organizations and units of government plan and implement watershed projects. PL-566 watershed projects are locally led to solve natural and human resource problems in watersheds up to 250,000 acres (less than 400 square miles). This program works through local government sponsors and helps participants solve natural resource and related economic problems on a watershed basis.
- 5. NRCS RCPP Regional Conservation Partnership Program provides funding for regional watershed and natural resource concerns. A partner funding contribution is required, and the project must propose a solution to address a natural resource challenge.
- 6. USACE The USACE provides funding for water resource projects. A nonfederal sponsor may be required to share the costs of the project and commit to performing maintenance of the infrastructure after construction. USACE funding will incorporate the project into the federal PL-84-99 program.
- 7. US Bureau of Reclamation (USBOR) WaterSMART Grants provide 50/50 cost share funding to entities with water delivery authority for projects that contribute to water supply reliability in the western United States.



Additional information on the potential funding sources can be obtained from the associated organizational website.

Sincerely,

WSP Environment & Infrastructure Solutions, Inc.

Benn Rood

Ben Rood, PE, CFM Water Resource Engineer



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- United States Geological Survey (USGS). 2007. Scientific Investigations Report 2001-5158: "Methods for Estimating Magnitude and Frequency of Peak Flows for Natural Streams in Utah." Prepared by Kenney, T.A., Wilkowske, C.D., and Wright, S.J.



### WEBER RIVER AT GATEWAY GAGE DATA

Page 18 of 27









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Page 20 of 27







(151)

Page 22 of 27



### 4 COST ESTIMATE SPREADSHEETS



#### MORGAN CITY STATE STREET BRIDGE MITIGATION PRELIMINARY ESTIMATE OF PROBABLE QUANTITIES AND CONSTRUCTION COSTS VEGETATION REMOVAL

ltem No.	Item Description	Quantity	Unit	Unit Cost	т	otal Cost
1	Mobilization	1	LS	\$ 3,236.00	\$	3,236.00
2	Survey	1	LS	\$ 5,000.00	\$	5,000.00
3	SWPPP/Erosion Control	1	LS	\$ 450.00	\$	450.00
4	Vegetation Removal	3	AC	\$ 16,000.00	\$	40,000.00
4						
5						
		Total			\$	48,686.00
	10% Con	struction co	ntingena	cy	\$	4,868.60
	Co	onstruction to	otal		\$	53,554.60
	5% Engineering (engir consti	\$	2,677.73			
	1% Administrative	\$	535.55			
		\$	56,767.88			
	Class 4 estimate (	high +10% to	+30%; u	ised +20%)	\$	68,121.45
	Class 4 estimate	(low -10% to	-20%; u	sed -15%)	\$	48,252.69



#### MORGAN CITY STATE STREET BRIDGE MITIGATION PRELIMINARY ESTIMATE OF PROBABLE QUANTITIES AND CONSTRUCTION COSTS CHANNEL MODIFICATION

item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 118,456.80	\$ 118,456.80
2	Survey	1	LS	\$ 5,000.00	\$ 5,000.00
3	SWPPP/Erosion Control	1	LS	\$ 14,710.00	\$ 14,710.00
4	Clearing and grubbing	1	SY	\$ 8,000.00	\$ 8,000.00
4	Earthwork	60000	CY	\$ 18.00	\$ 1,080,000.00
5	Riprap	3600	CY	\$ 100.00	\$ 360,000.00
6	Backfill	1500	CY	\$ 12.00	\$ 18,000.00
6					
		Total			\$ 1,604,166.80
	10% Cons	struction conti	ngency		\$ 160,416.68
	Col	nstruction tota	al		\$ 1,764,583.48
	5% Engineering (engineering	\$ 88,229.17			
	1% Administrative	\$ 17,645.83			
		Grand Total			\$ 1,870,458.49
	Class 4 estimate (h	igh +10% to +3	50%; used +	20%)	\$ 2,244,550.19
	Class 4 estimate (	low -10% to -2	.0%; used -1	15%)	\$ 1,589,889.72
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#### MORGAN CITY STATE STREET BRIDGE MITIGATION PRELIMINARY ESTIMATE OF PROBABLE QUANTITIES AND CONSTRUCTION COSTS BOX CULVERT

ltem No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 97,570.00	\$ 97,570.00
2	Survey	1	LS	\$ 5,000.00	\$ 5,000.00
3	SWPPP/Erosion Control	1	LS	\$ 12,125.00	\$ 12,125.00
4	Clearing and grubbing	1	SY	\$ 8,000.00	\$ 8,000.00
5	Earthwork	4000	CY	\$ 42.00	\$ 168,000.00
6	Structural Concrete Headwalls	50	CY	\$ 950.00	\$ 47,500.00
7	ROW	1	LS	\$150,000.00	\$ 150,000.00
8	Box Culvert	230	LF	\$ 3,000.00	\$ 690,000.00
9	Utility Relocations	5	EA	\$ 10,000.00	\$ 50,000.00
10	Pavement	2000	SF	\$ 9.50	\$ 19,000.00
11	Base Course	1000	CY	\$ 18.00	\$ 18,000.00
12	Sub-Grade	2000	CY	\$ 12.00	\$ 24,000.00
13	Riprap Apron	150	CY	\$ 100.00	\$ 15,000.00
14	Backfill	1500	CY	\$ 12.00	\$ 18,000.00
15					
		Total			\$ 1,322,195.00
	10% Constr	uction contin	gency		\$ 132,219.50
	Cons	truction total			\$ 1,454,414.50
	5% Engineering (engineering se sta	rvices during aking, etc.)	constructio	n, construction	\$ 72,720.73
	1% Administrative (pe	ermitting, leg	al, funding, e	etc.)	\$ 14,544.15
	Gi	rand Total			\$ 1,541,679.37
	Class 4 estimate (hig	h +10% to +30	0%; used +20	0%)	\$ 1,850,015.24
	Class 4 estimate (lo	w -10% to -20	)%; used -159	%)	\$ 1,310,427.46



#### MORGAN CITY STATE STREET BRIDGE MITIGATION PRELIMINARY ESTIMATE OF PROBABLE QUANTITIES AND CONSTRUCTION COSTS WSP PROJECT # DATE PREPARED:

ltem No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 283,450.40	\$ 283,450.40
2	Survey	1	LS	\$ 5,000.00	\$ 5,000.00
3	SWPPP/Erosion Control	1	LS	\$ 35,130.00	\$ 35,130.00
4	Clearing and grubbing	1	SY	\$ 8,000.00	\$ 8,000.00
5	Bridge Construction	1	LS	\$ 3,500,000.00	\$ 3,500,000.00
6					TBD
		Total			\$ 3,831,580.40
	10% Const	ruction cont	ingency		\$ 383,158.04
	Con	struction tot	al		\$ 4,214,738.44
	5% Engineering (engineering s s	ervices durin taking, etc.)	g construc	tion, construction	\$ 210,736.92
	1% Administrative (p	permitting, le	gal, fundir	ng, etc.)	\$ 42,147.38
	(	Grand Total			\$ 4,467,622.75
	Class 4 estimate (hi	gh +10% to +3	30%; used	+20%)	\$ 5,361,147.30

#### **PROFESSIONAL SERVICES AGREEMENT**

#### BETWEEN

#### MORGAN CITY AND GARY CRANE

This Professional Services Agreement is effective as of the <u>31</u> day of January, 2024 by and between Morgan City, a Utah municipal corporation located at 90 W. Young Street, Morgan, UT, 84050 (hereinafter referred to as "City"), and Gary Crane, a sole proprietor, located at 1227 N. Holly Circle, Layton, Utah 84040 (hereinafter referred to as "Contractor").

- **Contractors Responsibilities.** Contractor shall consult with and advise the City from time to time at the City's request and Contractor's reasonable convenience with respect to matters assigned by the City. Contractor shall provide professional advice and counsel regards to matters under the direction of the City Manager. Contractor shall not be required to devote any particular amount of time toward the performance of his duties hereunder; provided, that Contractor shall use his reasonable efforts, and devote sufficient time, to make sure he is providing service to the City in the areas as directed by the City Manager.
- **Billing.** Contractor will submit a billing to the City each month, at a flat rate of \$2,700 per month. This billing will cover all basic consulting services to the City including the attending of regularly scheduled meetings, phone calls, electronic meetings, and other occasional meetings with the Mayor and Council, City Manager, Staff and Citizens. Contractor will bill separately for other types of services (Additional Services) such as consultation regarding litigation (Contractor will not represent the City in litigation except as a consultant) or contract negotiations, drafting and reviewing major ordinances or major document review and drafting or other projects as approved by the City Manager. Billings for these services may be submitted as frequently as monthly.
- <u>Morgan Responsibilities.</u> For the purposes described in this Agreement, the City shall pay Contractor a flat rate of \$2,700 per month and \$98.00 per hour for Additional Services rendered. The payment shall be paid within 30 days of the receipt of a billing for as long as services are rendered at the request of the City. Contractor is an independent contractor and may incur expenses in the performance of his duties. Contractor shall not be reimbursed for expenses for Additional Services, which are incurred on behalf of the City without prior approval.
- **Fees and Professional Organizations.** The City agrees to pay the yearly Bar Fee for Contractor and for the yearly membership in the Utah Municipal Attorneys Association (UMAA).
- <u>Standards for Services</u>. Contractor agrees to provide all services in a competent, professional manner, and in full compliance with all applicable laws, rules, regulations, and in accordance with all professional and industry standards applicable.
- <u>**Term and Termination.**</u> The term of this Agreement is month to month until either party gives notice to the other party that the services are terminated.

- <u>Modification</u>. This Agreement may only be modified by a written amendment hereto, executed by both parties.
- **Confidential Relationship.** All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than the City without the City's permission, except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify the City in writing immediately, and shall cooperate with the City in responding to such request Contractor shall return all Confidential Information in its possession to the City upon termination of this Agreement or upon request at any time. Contractor shall certify in writing that all Confidential Information has been returned to the City upon request.
- **Conflict of Interest.** The City is aware that Contractor represents other municipalities, inter-local entities or individual clients. The parties agree that Contractor is free to accept any other employment which does not conflict with his representation of the City or the City's interests. In the event that such employment, in the City's opinion, does conflict with Contractor's duties hereunder, and such conflict cannot be resolved to the City's satisfaction, the City will have the right to terminate this agreement. Contractor agrees that it has a duty to inform the City of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.
- **Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to the City being that of independent contractor. The City will not be required to make payroll deductions or provide worker's compensation insurance or health benefits. Contractor will be responsible for applicable benefits, federal, state and local employment taxes, social security and Medicare taxes.
- **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

Morgan City Attention: Ty Bailey, City Manager 90 W. Young Street, Morgan City, UT 84041

Gary Crane Attention: Gary Crane 1227 N. Holly Circle Layton, Utah, UT 84040 Telephone: (801) 391-7733

<u>Severability</u>. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

- <u>Survival.</u> Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.
- Additional Provisions. This Agreement shall be governed by the laws of the State of Utah. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed by Contractor and by Morgan City on the date and year first above written.

**Morgan City** 

**Gary Crane** 

JzBis By:

Its: City Manager

ang 1 By:

Gary Crane / Contractor

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UNIT 28 17 N COMMERCIAL ST #2 285 & 287 N 500 E 287 N 500 E 288 N 500 870 N EAGLE VIEW DR 1040 E MAHOGANY RIDGE 375 E 125 N #23 822 E CLOVER WAY 437 E DEER VALLEY DR 849 N VIOLET DR #27 465 W 275 N Location 855 N EAGLE VIEW DR 153 WYOUNG 42 S 200 W BE DEM CONSTRUCTION 27 DEM CONSTRUCTION 27 DEM CONSTRUCTION 28 BISHOP, JORDAN & KEMMER 29 BISHOP, JORDAN & KEMMER 201E ROWEERFORD CONSTRUC 201 ERIMLEY, VADA 201 ERIMLEY, VADA 201 ERIMLEY, DARNA 201 3 COLE ROWSER/FORD CONSTRUC 5 ROSE CALLE 3 JONES, DAREN 1 COLE ROWSER/FORD CONSTRUC 2 COLE ROWSER/FORD CONSTRUC 2 COLE ROWSER/FORD CONSTRUC 1 LITTLE DON & DOROTHY 2 VERNON, MOKENNA 8 NELSON, BRENDA 6 COLE ROWSER/FORD CONSTRUC 3 COLE ROWSER/FORD CONSTRUC 5 VOLL ROWSER/FORD CONSTRUC 5 VOLL ROWSER/FORD CONSTRUC 3 COLE ROWSER/FORD CONSTRUC MANAGEMENT, RIDGELINE PROPE ADAMS CONSTRUCTION SERVICE LUMINARY INVESTMENTS, LLC PROKOP, DARRYLJ LIBBY, ALEVA & BRADY JAMES BARRETT, JORDYN JACOB NELSON, COLTON WALL BROTHERS CONSTRUCTION COLEMAN, DAN & CINDY LOWE, KAREN & CARY ERICKSON, JACOB WALL BROTHERS CONSTRUCTION ANDREWS, MELANIE ROBINSON, MCCALL & SKYLAR BOARD OF EDUCATION (PORTABL MICHAELSON, LACEY AND GARY RUSSOM, ERICA EBERT & GEORG WELTMAN, DANIELLE & YESHUA TRAPPERS CONSTRUCTION/DAVI ŝ BARROWES, TAYLOR & KEL BURCH, LARRY BLU ALLEN, MARCUS Custome CONVAY, KIM & DAVID CARTER, ASHLEY VALLIS LEASING LLC BROOKS, KODY BROOKS, JARED BROOKS, KODY LARSEN, SHAVLI HUGIE, KATHY SMITH, DILLON REES, JUSTIN HUNT, KEN 2415 2416 2416 2416 2422 1044 2309 80285004 2481 2482 10250001 26702 1162 70375008 2358 100630605 2289 21361 140132004 198 21 1660 1185 20971 20971 2308 50370007 1959 24371 120175002 200160003 1666 21331 2327 23151 2359 2359 2208 2480 2483 2306 2483 1049 1663 19411 2542 1477 1921 2270 1312 1476 1050 8100004 110215002 110918003 00420006 18421 2307 170135002 90400101 1051 100060001 50210001 Account No. 7374 7385 7405 Order No.

Page 1

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Page 2

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Status	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocessed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocesed	Processed	Processed	Processed	Processed
Order Code		PLACE METER	PLACE METER	PLACE METER		רבאטר מומדיבא מרסו מסה בו ביסידמוס אורד			PLACE METER	PLACE METER	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN		PICK UP GARBAGE CAN	TURN OFF UTILITY	PICK UP GARBAGE CAN	PICK UP GARBAGE CAN		PICK UP GARBAGE CAN															PLACE METER	PLACE METER		PLACE METER											PLACE METER		PLACE MELER				PLACE METER	
Order Type	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Connect Services	Disconnect Services	Disconnect Services	Disconnect Services	Disconnect Services	Disconnect Services	Disconnect Services	Disconnect Services	Disconnect Services		Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account		Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account			Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account			Open an Account	Open an Account	Open an Account	Open an Account
Location	874 N SAPPHIRE WAY (800 E)	448 W ISLAND RD	98 E COMMERCIAL DEPOT	338 N 100 W, UNIT 89R	342 N 100 W, UNIT 88K	346 N 100 W, UNI 8/K	269 N 300 VV (IN URIVEVAY)	211 W 100NG 354 N 100 M/ 11NIT 85R	348 N 100 W UNIT 84R	344 N 100 W UNIT 83R	375 F 125 N #14	448 WISLAND RD	BIG E CLOVER WAY	185 N COMMERCIAL, STE 1	217 N 300 W	217 N 300 W	326 N 700 E #4 #4	283 EAST RIVERCOVE DR	215 E 125 N PK RESTROOM/BOWE	365 N 400 E	APPROX. 800 E YOUNG SI (BRIDG			375 F 105 N #19	328 N 100 W, UNIT 49	297 W YOUNG	764 N SUNSET DR	121 W 425 N, UNIT 69	131 W 425 N, UNIT 70	296 N 100 W, UNIT 94	230 N 100 VY, UNI, 31 325 N 400 E #3	253 N 400 E #3 752 N SLINSFT DR	321 W ISLAND RD	718 N SUNSET DR	726 N SUNSET DR	326 N 100 W, UNIT 44	852 N EAGLE VIEW DR	334 N 100 W, UNIT 46	336 N 100 W, UNIT 47	2/2 N 250 E	/32 E RUBT UR 9/2 N SADDWIDE DD /900 E/		APPROX RUDE VOUNG ST (RRIDG	828 E CLOVER WAY	332 N 100 W, UNIT 48	330 N 100 W, UNIT 45	347 1/2 S STATE ST	588 W 275 N	443 W 275 N			32/ N 100 W, UNIT 20 850 N VIOLET DR (775 E)	95 N 100 W	297 E 300 N	285 & 287 N 500 E
Customer	CONNELLY, KIRT J.	COVILL. CHAD & ANNA	MORGAN CITY DEPOT BLDG	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	CURNER, FRANCIS				MERT SHAMN		CONSCIENCES AND	COMMERCIAL ST. LLC	FEARN GEORGEA	FEARN. GEORGEA	MECHAM. RAELYNN	HANSEN, LORIS	MORGAN CITY CORP.	RYNELL PROPERTIES	MORGAN CITY YOUNG SI BRIDGE		MOUN FAIN VISTA VILLAS FOA		THREE MEN & A LADY VENTURES,	STREADBECK, JEFF	GREEN, JOSEPH BOSTON & RYLE	WARDELL. BROTHERS PROPERTIE	WARDELL BROTHERS PROPERTIE	WARDELL BROTHERS PROPERTIE	VVARUELL BRUIDERS PROPERIE	CREATHOUSE AMANDA & LOSHII	TATTON ANTONIA & RANDY	WALL BROTHERS CONSTRUCTION	WALL BROTHERS CONSTRUCTION	PHILLIPS, CHASE & AMANDA	HANEY, ERIC & SAMANTHA	AGUILAR, EDUARDO	AGUILAR, EDUARDO	MD ZUKIRMI SEMAN, DAWNA ZUKI		JAMBLIN, INGGAN BLAIR	MORGAN CITY VOUNG ST BPIDGE	LAMB. ZACHARY MITCHELL & KAR		DAWSON PROPERTY INVESTMEN	CANNON, NICOLE & ISAAC	ROCKY MOUNTAIN HOME BUILDE	FULLMER, DUSTIN & KRACHEL	TRACEY CLAYTON, MICHAEL BELN			SNYDER, BEAU R	MCDONALD'S USA, LLC - LINCOLN	ROSE, MCKINLEE & TREVOR
Order No. Account No.	7958 170275004	7936 25001	7970 2030001	7982 2679	7981 2680	7980 2681	7913 80410001		8044 2014 8043 2675		8104 10077500	8125 25001	8141 23861	7693 50555502	7896 80440002	7897 80440002	7935 60031115	7943 1708	8005 10510001	8088 26061	8069 2557	7393 19861	7305 73371	7368 73457	7406 23591	7400 25261	7408 23081	7429 24151	7430 24161	7431 24191	7432 24221	7450 53047 7450 53047	7481 25471	7457 2541	7458 2542	7482 23581	7484 22081	7488 24811	7489 24821	7497 25541	7101 1496 20/03	7503 2555	7505 2000	7535 23061	7533 24831	7530 24801	7593 25781	7553 2571	7579 22891	7590 21362	7606 25851	7643 15222	7648 11861	7692 26161	7686 10491

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Status	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocessed	Proposed	Drocessed	Processed	Processed	Processed	Processed	Processed	Drocessed	Processed	Processed	Processed	Processed	Processed	Processed	Processo	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Discreted	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocessed	Processed	Processed	Processed	Processed	Processed	Processed
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Order Type	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account		Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account		Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account		Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account	Open an Account
Location	287 N 500 E	285 N 500 E	352 N 100 W, UNIT 86R	528 E 100 S	398 W YOUNG	876 N GRANDVIEW DR	726 N SUNSET DR	40 S 200 E (ANDREWS)	1/5 N SIAIE SI, ACCESSORY BUIL	3/3 E 1/2 N #28		43/ E UEER VALLET UR 858 N EAGI E VIEV/ DP	340 N 100 W. UNIT 82R	849 N VIOLET DR #27	465 W 275 N	777 E RUBY DR		153 VV 100NG 270 N EAGI E V/EV/ DD	1040 F MAHOGANY RIDGE RD	42 S 200 W	847 N 600 E	476 W 150 N #6	282 E 400 N 344 E VOLING ST BOBTABLE 604		376 N 100 W 11NIT 50	378 N 100 W, UNIT 55	354 N 100 W, UNIT 85R	348 N 100 W, UNIT 84R	344 N 100 W, UNIT 83R	338 N 100 W, UNIT 89R	342 N 100 W, UNIT 88K	346 N 100 W, UNIT 87K	200 N STATE 1023 N 650 E /I OT 2281	168 /V/ 150 S #37	1013 N VISTA LOOP, UNIT 16	719 N JENNY LANE	736 N SUNSET DR	297 E 300 N	365 N 400 E	3/UN 300 VV		346 N 100 W. UNIT 87R	612 W YOUNG STREET	338 N 100 W, UNIT 89R	217 N 300 W	131 N STATE ST	239 S 300 W FIELD ST	388 N 100 W UNIT 59R	384 N 100 W. UNIT 52	380 N 100 W, UNIT 51	386 N 100 W, UNIT 53	382 N 100 W, UNIT 54 261 N 100 W/ INNT 86D	344 N 100 W, UNIT 83R
Customer	ROSE, MCKINLEE & TREVOR	ROSE, MCKINLEE & TREVOR	COLE ROWSER/FORD CONSTRUC	ERICA EBERT, GEORGE RUSSOM	BELINSKI, MARY BETH	JONES, DAREN	REES, LARISSA & JAMISON	CROFT, DIANE & AARON		COURTNEY KILLION, JOSHUA MAL	MUKEHOUSE, JESSICA	NIELSEN, MAI ITEVV & IERESA Skinned AMV & CADI		WHITE AMBER R. & DANIEL	ABBY HOLMAN, BRENNAN NORMA	DRM CONSTRUCTION		MURGAN LYMAN, CAUE PEIERSU	DERIL DAMON & ALIRRY	TURNER, MORGAN ROBERT	BRACKEN, RILEY & DANIELLE	PATINO, KENZY & JOSE				COLE ROWSER/FORD CONSTRUC	MAULI MURRAY, IRISTIAN IRUSSE MITTE ANNA			WALL BROTHERS CONSTRUCTION	WALL BROTHERS CONSTRUCTION	WATSON MANAGEMENT	RYNELL PROPERTIES	MECHAM, MISTI BICADDO ACTIEDE MADIA DASC		GREGORY ROMAN. JILLIAN TURN	WILKINSON, JESSE & JEANNE	TANNER BISCHOFF, ASHLYNNLUC	ROJAS, DANIEL	STUART, STAN			COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	PENTZ, ADAM & KATRINA						
Jrder No. Account No.	7685 10501	7684 10511	7667 2603	7688 16631	7687 26121	7689 19412	7690 25421	7703 26201	7669 26051	1/133 14/71	7/35 230/1	7748 253701	7668 2604	7747 26351	7751 19213	7730 2626	7731 2631	7767 2637	7769 19591	7771 24372	7788 13121	7806 26591	7634 2633		7797 2653	7798 2654	7867 2674	7870 2675	7871 2678	7872 2679	7873 2680	7874 2681	7885 20/37	7892 14/01	7894 18322	7836 2665	7837 2666	7927 26162	7670 26061		8004 263103	8007 26811	8006 27091	8037 26791	8020 27161	8053 19701	8055 1 / 191	8040 2722	8065 2732	8066 2733	8067 2734	8068 2735 0056 2734	8080 26781 26781

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Order Date	11/28/2023	12/01/2023	12/01/2023	12/11/2023	12/28/2023	12/30/2022	01/10/2023	01/23/2023	01/23/2023	020202020	C202/10/20	02/00/2023	02/15/2023	02/27/2023	03/02/2023	03/07/2023	03/15/2023	03/27/2023	03/29/2023	03/29/2023	04/05/2023	04/13/2023	04/14/2023	04/19/2023	04/21/2023	05/01/2023	04/20/2023	05/03/2023	05/05/2023	05/05/2023	05/22/2023	05/22/2023	05/26/2023	05/23/2023	06/01/2023	06/08/2023	07/13/2023	07/17/2023	07/18/2023	07/20/2023	07/31/2023	08/03/2023	08/08/2023	08/10/2023	08/14/2023	08/14/2023	08/14/2023	08/16/2023	08/24/2023	08/24/2023	08/30/2023	09/01/2023	09/14/2023	09/14/2023		10/16/2023	10/25/2023	11/06/2023	11/14/2023	11/28/2023
Status	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processo		Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	<b>P</b> rocessed	Processed	Processed	Frocessed	Processed	Processed	Processed	Proposed	Processed	Processed	Processed	Processed	Processed
Order Code						DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE REOKEN GARR				DELIVER GARBAGE CAN		DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB		REPLACE BROKEN GARB	DEI IVER GARRAGE CAN	REPLACE RROKEN GARR	DELIVER GARBAGE CAN	DEI IVER GARRAGE CAN	DELIVER GARBAGE CAN		DELIVER GARAGE CAN	REPLACE ROKEN GARR	REPLACE BROKEN GARB	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	REPLACE BROKEN GARB	DELIVER GARBAGE CAN		DELIVER GARBAGE CAN	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN
Order Type	Oben an Account	Open an Account	Open an Account	Open an Account		Place Garbage Can	Place Garbage Can	Place Garbace Can	Place Garbare Can	Place Carbade Can		Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbace Can	Place Garbage Can	Place Garbage Can	Place Garbare Can	Place Garbage Can	Place Garbace Can	Place Garbage Can	Place Garbace Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can		Place Garbare Can	Place Garbage Can	Place Garbage Can	Place Garbage Can	Place Garbage Can
Location	348 N 100 W UNIT 84R	340 N 100 W UNIT 82R	326 N 700 E #4 #4	342 N 100 W UNIT 88R	816 F CLOVER WAY	864 EAGLE VIEW DR	251 S HOUND STREET, LOT 78	651 N MEADOW CREEK WAY	650 M/ YOI ING ST				289 E 400 N	337 N 100 W, UNIT 33	485 N 300 W	132 N 525 W (LOT 31)	607 W 150 N	93 N STATE ST.	654 E RED ROCK WAY. LOT #17	<b>878 GREAT VIEW DR</b>	271 S 300 W FIELD ST	950 E MAHOGANY RIDGE RD #5	31 N 300 W	834 N 775 E VIOLET DR	60 E 100 S	710 F 875 N DANPS WAY #41	722 W 150 N	191 E 100 S	957 N 600 1	330 N 300 W/#1	553 W DERRICK CIRCLE	281 S HOLIND STREET		454 N 700 F (FI AG I OT)	443 E DEER VALLEY DR	193 N 600 E	863 N GRANDVIEW DR	200 S STATE	333 W ISLAND RD	627 N MEADOW CK WAY	40 N 300 W	255 N 525 W	114 W 100 N	325 E DEER VALLEY DR	154 S STATE	202 W 200 S	42 SCOT CIR	589 W 150 N, LOT 35	1037 N 600 E	1049 N 600 E	353 E IMPERIAL DR.	625 W YOUNG ST		1120 E MAHOGANY RIDGE RU 601 N EACI E VIEW DB		465 V/ 275 N	730 E DANI'S WAY (875 N)	77 N 375 W	846 N GRANDVIEW DR	400 N WEBSTER LN
Customer	SKIDMORE WILLIAM CARSON	ROSS JACOR	RUPE, DON	DAWSON MICHAFI	IOHNSON SHANE	JESSEN, ERIC & BRIDGET	BULLOCK PAYTON & CHELSEY	REOOKS BART & REOOKF	RARRACI OLICH KATIF& REN	BARKER KAMBER I VINI & KELLEY		GUNZALEZ, GINA	CENTERPOINT CONSTRUCTION I	VASQUEZ, JAZMINE & JUSTIN	BUTTERS, RON	GILSON, TREVOR	MECHAM. SCOTT	LDS CHURCH	GOODRICH DAN	CLEMENT. BLAKE	RASBAND, CODY	PORTER CAMERON & STEPHANIE	EDDINGTON. DARRELLG.	SHAW SARAH & JEREMY	CAINE TIFFANY & JOHN	MORTENSON MONTY	DAVIS VALERIE & SCOTT	IDHANSON LARRY	GOUIDING TYSON & KAYLA	MANNING I FI AND		JENSEN LYNETTE CARTER		ROGERS RRENT & DENISE	JACKSON, RICH	POORE', ANISSA	BROWN, AMIE & KYLE	LITTLE, KIP	FREESTONE, BLAINE	THURGOOD, DALE	NELSON, NATALIE	MCDANIEL, CASSIE & ALEC	CARTER, GENE	FRANCIS, KENT W.	SNYDER, SETH	JONES, BEVERLEE & JONATHAN	WALTERS, JACKLYN	CLEMENS, JESSICA	STEVENS, DAVID J & LILLIAN	NYE, SMAYLI & JADEN	PIERCE, JERRY	SHAW, BRENT	KOBERTS, NATHAN & CASUREE				HOFFMAN, DALLIN & LAURA	MECHAM ZACHARY L	MEREDITH, SHARA & JUSTIN	BENNETT, ETHAN
Account No.	26751	26041	2744	26801	23861	20301	24591	1689	150850003	1420		1.1 /81	20680000	20483	80292001	200097003	200091001	90200002	111580005	19571	160250002	1975	800030008	1629	1678	17,006,007	2037	10170001	1700	RN600002	150750002	160480002	20000000	62220009	110919000	40065002	20311	1188	80280501	130055001	80965003	23601	90140001	110912009	1274	160150003	81160001	200092004	16301	1640	110932001	81150205	111965004	1800		19213	1549	80850005	21031	21991
Order No.	8081	8097	8095	8108	8140	7362	7370	7390	7391	7444		1441	/ 466	7487	7500	7505	7523	7540	7546	7547	7556	7562	7565	7572	7582	7592	7576	7601	7608	7609	7634	7635	7644	7638	7660	7676	7754	7758	7759	7764	7784	0627	7800	7804	7809	7812	/813	7819	7846	7849	7863	7884	406/	7900	1000	7966	7978	8034	8033	8072

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Creator stephanie 12/14/2023 12/18/2023 05/10/2023 05/10/2023 08/30/2023 08/30/2023 11/08/2023 02/01/2023 11/01/2023 11/01/2023 12/19/2023 08/07/2023 01/05/2023 01/10/2023 01/13/2023 01/20/2023 01/23/2023 02/01/2023 02/01/2023 02/09/2023 02/17/2023 03/01/2023 03/08/2023 03/10/2023 03/10/2023 03/20/2023 04/03/2023 04/05/2023 04/12/2023 05/01/2023 05/03/2023 05/08/2023 06/01/2023 06/02/2023 06/07/2023 06/09/2023 06/22/2023 06/28/2023 07/01/2023 04/01/2023 12/01/2023 12/07/2023 01/31/2023 02/13/2023 02/16/2023 03/27/2023 03/30/2023 04/01/2023 05/01/2023 05/25/2023 05/26/2023 06/02/2023 06/05/2023 06/09/2023 06/14/2023 04/01/2023 04/06/2023 05/01/2023 05/24/2023 06/21/2023 Effective Date 12/14/2023 12/14/2023 05/11/2023 05/11/2023 08/30/2023 08/30/2023 11/08/2023 11/08/1/2023 11/03/1/2023 11/03/1/2023 11/03/1/2023 11/03/1/2023 01/04/2023 01/04/2023 01/04/2023 01/20/2023 01/23/2023 01/30/2023 01/31/2023 01/31/2023 02/16/2023 02/28/2023 03/08/2023 03/10/2023 03/10/2023 03/20/2023 03/24/2023 03/30/2023 03/29/2023 03/29/2023 04/04/2023 04/05/2023 04/12/2023 05/01/2023 05/01/2023 05/03/2023 05/08/2023 05/24/2023 06/01/2023 06/01/2023 06/01/2023 06/05/2023 06/07/2023 06/07/2023 01/10/2023 01/13/2023 02/09/2023 02/13/2023 06/21/2023 06/22/2023 06/28/2023 06/28/2023 06/08/2023 2/01/2023 02/16/2023 04/04/2023 05/25/2023 05/26/2023 03/30/2023 05/01/2023 06/14/2023 Order Date Processed **Processed Processed** Void Processed Status Processed Order Code DELIVER GARBAGE CAN REPLACE BROKEN GARB DELIVER GARBAGE CAN REPLACE BROKEN GARB FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC PLACE METER PLACUP GARBAGE CAN PLCK UP GARBAGE CAN FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC A ∢ ∢ FINAL READ ELECTRIC A FINAL READ ELECTRIC FINAL READ ELECTRIC A FINAL READ ELECTRIC A FINAL READ ELECTRIC A ح م FINAL READ ELECTRIC FINAL READ ELECTRIC FINAL READ ELECTRIC Place Garbage Can Place Meter Place Can Pull Garbage Can Pull Garbage Can Pull Garbage Can Pull Meter Order Type Renter Move In Renter Renter Move In Renter Move I Renter Move I Renter Move 239 S 300 W FIELD ST 311 E 125 N 318 E AGLE VIEW DR 856 N 300 W 856 N 300 W 828 E CLOVER WAY 828 E CLOVER WAY 828 E CLOVER WAY 749 N JENNY LANE 557 E RIDGELINE DR 722 W 150 N 722 W 100 W, UNIT 13 256 N 100 W, UNIT 13 256 N 100 W, UNIT 13 256 N 100 W, UNIT 49 256 N 500 E 128 N JOHT 29 258 N 500 E 1023 N VISTAL COP, UNIT 17 337 N 100 W, UNIT 33 337 N 100 W, UNIT 35 252 N 100 W, UNIT 131 W 425 N, UNIT 70 244 N 574 7425 N, UNIT 92 254 N STATE ST 254 N STATE ST 15 S SCOTT CIRCLE 50 E 200 N #2 #1 13 N COMMERCIAL 1036 N VISTALCOL, UNIT 8 347 1/2 S STATE ST 380 N 100 W, UNIT 39 356 N 100 W, UNIT 39 356 N 100 W, UNIT 39 226 N 250 E #4 226 N 250 E #4 226 N 250 E #14 331 N 100 W, UNIT 37 361 N 100 W, UNIT 37 362 N 200 W 114 361 N 100 W, UNIT 37 361 N 100 W, UNIT 37 362 N 100 W, UNIT 37 363 N 100 W, UNIT 37 364 N 100 W, UNIT 37 365 N 100 W, UNIT 37 375 N 100 W, UNI 87 N 325 E 296 N 100 W, UNIT 94 88 E 250 N #10 298 N 100 W, UNIT 91 326 N 100 W, UNIT 44 88 E 250 N #3 -ocation 455 W 275 N 278 N 100 W, UNIT 23 325 N 400 E #3 88 E 250 N #19 3.3. GRISTMILL LLC
3.6. WARDELL BROTHERS PROPERTIE
3.1. DRARDELL BROTHERS PROPERTIE
3.1. WARDELL BROTHERS PROPERTIE 1 DAWSON, AMBER 1 SHERMAN, JOHN & TRACEY 1 FIELD, DESTINY & JOHN 2 COMMERCIAL ST. LLC 9 WARDELL BROTHERS PROPERTIE 9 WARDELL BROTHERS PROPERTIE 1 RYNELL PROPERTIES 2 KIMBAL, BRET 3 KIMBAL, BRET TEVENS, STANLEY JESSEN, ERIC & BRIDGET MEREDITH, SHARA & JUSTIN I LAMB. ZACHARY MITCHELL & KAR MOREHOUSE, JESSICA I MOREHOUSE, JESSICA I MOLE, JADEN & VICTORIA CASEY, NICOLE & JARED ZASEY, NICOLE & JARED 7 DAVIS, VALERIE & SCOTT 5 DAVIS, VALENC 5 DA RIVERSIDE APTS/UNIT 10 WARDELL BROTHERS PROPERTIE HARDMAN, MATTHEW& MICHELLE CROSSLEY, CHAD AND KARLIE ROJAS, DANIEL WARDELL BROTHERS PROPERTIE THREE MEN & A LADY VENTURES. 3 LITTLE, CRAIG J. MCCULLAR, EDDIE W ACCULLAR, EDDIE W CANNON, NICOLE & ISAAC 4 SNYDER, BRIDGER J A SNYDER, BRIDGER J A SNYDER, BRIDGER J A SNYDER, STACA A SNYDER, SACA A SNYDARA A SIDWELL CAMERON & KAY REED RHODES RENTAL JED FLINT INVESTMENTS JONES, HEATHER RIVERVIEW LAND LLC TRIPP, RYAN RIVERVIEW 24221 23581 180080012 24161 24211 70368104 81195010 2555 20460003 21831 21831 25781 1354 25781 1354 20453 100630603 10351011 20181 180180013 18111000 180190105 19511 18731 21241 2159 2159 18811 22861 2534 17912 180150012 17191 Account No. 8078 8087 Order No.

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Status	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Droceed		Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocecer	Drocesed	Proceed	Droceed	Dropeeoo	Droneeood	Drocesed	Drococod		Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed
Order Code	FINAL READ ELECTRICA	FINAL READ ELECTRIC A	FINAL READ ELECTRIC A	FINAL READ ELECTRIC	FINAL READ ELECTRIC	FINAL READ ELECTRIC	FINAL READ ELECTRICA		FINAL READ ELECTRIC A	FINAL READ FLECTRICA			FINAL READ ELECTRIC	FINAL READ ELECTRICA		FINAL READ ELECTRIC A	FINAL READ ELECTRIC A	FINAL READ FLECTRIC		FINAL READ FLECTRICA			FINAL PEAD ELECTRIC &										FINAL READ ELECTRIC				FINAL REAU ELECIRICA	FINAL READ ELECTRIC	FINAL REAU ELECTRIC		FINAL READ ELECTRIC A	FINAL READ ELECTRIC A				FINAL READ ELECTRIC	FINALREAD ELECTRIC	FINAL READ ELECTRIC A	FINAL READ ELECTRIC	FINAL READ ELECTRIC	FINAL READ ELECTRIC A	FINAL READ FLECTRIC	FINAL READ FLECTRIC	FINAL READ ELECTRIC	FINAL READ FLECTRIC	FINAL READ ELECTRIC A	FINAL READ FLECTRIC A	FINAL READ ELECTRIC	FINAL READ ELECTRIC	FINAL READ ELECTRIC A	FINAL READ ELECTRIC	FINAL READ ELECTRIC A
Order Type	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Penter Move In			Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Penter Move In	Renter Move In	Donter Move in										Renter Move In		Renter Move in	Renter Move In	Kenter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move In	Renter Move Out	Renter Move Out	Renter Move Out	Penter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out	Renter Move Out
Location	332 N 100 W UNIT 48	272 N 250 E	284 N 100 W, UNIT 18	285 N 500 E	215 N 250 E #7	287 N 500 E	22 N 300 W	180 F 125 N #14				350 E 125 N, UNIT 1	180 E 125 N #23	355 E 100 S	180 E 125 N #21	145 N 250 F #4	508 W/ SHERPIE ST			302 N 100 / / / / / NIT 03			180 E 120 N #22 467 M 575 N 11NIT 6					385 N 100 W, UNIT 38	88 E 250 N #9	55 S STATE	282 N 100 W, UNIT 22	192 N KIVEKVIEW DK.	96 W 100 N #1 (ADDITION)	866 N SAPPHIRE WAY (800 E) #51	219 S FOX DRIVE	225 N 250 E # 3	213 W 100 S	168 E YOUNG ST #2	755 E DANI'S WAY	785 N SAGE DR (825 E) #14	330 N 100 W, UNIT 45	344 N 100 W, UNIT 83R	88 E 250 N #19	88 E 250 N #10	745 E 825 N MAHOGANY RIDGE RD	889 N SAPPHIRE WAY	112 N 600 E (SOUTH APT)	342 N 100 W. UNIT 88R	180 F 125 N #20	350 F 125 N. UNIT 2	337 N 100 W. UNIT 33		223 N 230 C #4	87 N 325 E	1023 N V/STA LOOD LINIT 17	304 N 100 W 11NIT 92	144 N 475 F APT A	88 F 250 N #10	88 E 250 N #3	347 1/2 S STATE ST	54 E 200 N. APT #4	381 N 100 W, UNIT 37
Customer	VETRIK II C	MD ZUKIRMI SEMAN. DAWNA ZUKI	ABIGAIL HOLMAN. BRENNAN NOR	ROSE MCKINLEE & TREVOR	RIVERVIEW LAND LLC	ROSE MCKINLEE & TREVOR	ROW/FRS MATHEW					WARDELL BROTHERS PROPERTIE	RIVERSIDE APTS/UNIT 23	FISK. ANDREW	RIVERSIDE APTS/UNIT 21	WOODY IACOUF IN & STANI EV				NICE SEN MATTLEVI			RIVERSIDE API S/UNI 1 22					FIELD, DESTINY & JOHN	WARDELL BROTHERS PROPERITE	ROSE, MCKINLEE & TREVOR	RYNELL PROPERTIES	RIVERVIEW	PHILLIPS, SANDY	LARSEN, SHAYLI	GEM SOLUTIONS	LLC, RIVERVIEW LAND	LITTLE, CAMILLE AND DUSTAN	RIVERVIEWAPTS	CELEBRITY CONSTRUCTION	ERICKSON, KEVIN & ALLISON	DAWSON PROPERTY INVESTMEN	PENTZ, ADAM & KATRINA	WARDELL BROTHERS PROPERTIE	WARDELL BROTHERS PROPERTIE	NJELSEN. MCKEL & REED	JONES, HEATHER	LITTLE DARIENE	DAWSON MICHAFI		WHEFLER LAURA& MARK	HAMER RIAKE & JACI VNN		ADAM D KIDKUAM CINATTA S DIC						RINDERSON MICHAEL & KATHERI	HESSEI RACHER PAIII		KARLI GALLEGOS, PARKER PETER
Account No	24831	25541	22401	10511	10371013	10501	1600	18111400	001110	10017	1304	1786	18112300	1644	18112100	1271	1754	10001	10201		10747		18112200	1.0021	110280104	180060013	LOLLGZOLL	21251	380140013	1888	22851	70355102	90170102	11592	160330006	10340114	100160002	110290605	170070002	2002	24801	26781	2159	180150012	16711	22221	40087105	26801	1822	18461	20482	10101	10001	40/01 6/24	CF30C	21002	21212	14441	16194	1457	15784	21242
Order No.	7791	2742	7745	7757	7787	7785	7810	2002	2007	00//	1.677	7805	7817	7822	7850	7951	1001	1407	1000	1001		1997	/893	/914	/931	/ 930	7942	7941	7959	7961	7993	7992	8024	8023	8032	8085	8052	8075	8084	8096	8101	8091	8102	8110	8123	8116	8117	8109	7363	7410	C147	1412	7120	7440	7442	7405	0011	7515	7522	7551	2021	7548

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Effective Date	12/01/2023		2000/01/000		CZUZIUTIU	01/30/2023 \$	01/30/2023 \$	01/30/2023	02/09/2023	02/10/2023		C 202101 120	02/13/2023	02/17/2023 \$	03/01/2023	03/01/2023	03/09/2023				02/20/20/20	03/29/2023	03/29/2023	04/20/2023 \$	04/25/2023	04/25/2023	04/25/2023	04/25/2023 \$	05/08/2023	05/16/2023	05/25/2023	05/25/2023	05/25/2023	05/30/2023	05/30/2023				SZUZIZZIOU	07/06/2023	0//06/2023	0//06/2023	07/06/2023	07/06/2023	07/06/2023	07/13/2023	08/04/2023	08/04/2023	08/04/2023	08/09/2023	08/17/2023	08/21/2023	08/21/2023	08/21/2023	08/21/2023	08/24/2023	08/24/2023	08/24/2023	U8/24/2U23	08/24/2023	00124/2023	CZUZ/8//80	09/19/2023	10/04/2023
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Status	Droceed		Processed	LIOCESSED	Locessed	Processed	Processed	Processed	Processed	Droneced		Processed	Processed	Processed	Processed	Processed	Dronoced				LIOCESSED	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocescod	Processed		Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed
Order Code				REFLACE BROKEN GARB	KEPLACE ELECIRIC MEI	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE FLECTRIC MET				REPLACE ELECTRIC MET	REPLACE ELECTRIC MET	REPLACE ELECTRIC MET		DEDI ACE MATED METED				KEPLACE WALEK MELEK	REPLACE WATER METER	REPLACE WATER METER		REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE ELECTRIC MET		REPLACE WATER METER	REPLACE WATER METER						REPLACE ELECTRIC MET	REPLACE ELECTRIC MET	REPLACE WATER METER	REPLACE WATER METER	REPLACE ELECTRIC MET	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE ELECTRIC MET	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE ELECTRIC MET	REPLACE WATER METER	REPLACE ELECTRIC MET				REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE WATER METER	REPLACE ELECTRIC MET	REPLACE ELECTRIC MET	REPLACE WATER METER
Order Type		Keopen a Closed Account	Replace Garbage Can	Replace Garbage Can	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Penlace Mater	Deplete Meter		Replace Meter	Replace Meter	Replace Meter	Replace Meter	Penlace Meter	Deplete Meter		Replace Meter	Replace werer	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Rentace Meter	Replace Meter	Renlace Meter	Penlace Meter	Defect Meter	Destace Meter		Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Repiace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter	Replace Meter
Location		630 N 900 E #11	431 W 275 N	296 N 250 E	301W 100 S	460 N 300 W	490 W 175 N (LOT 48)	526 IMPERIAL DR				265 N SIAIE	50 S 600 E	1015 S HIGHWAY 66	600 W Switt Farms/I adoons				623 W 150 N (LUI #37)	5/3 WISLAND RD	175 E IMPERIAL DR. (LOT 17)	473 E RIDGELINE DR #19	340 W ISLAND RD	406 W LARKSPUR LAND (375 N)	386 E 125 N	679 E 100 S	590 WISLAND RD	501 WISLAND RD	385 F 300 N-STONF BLDG	177 S SANDPIPER WAY #9						T W YOUNG SITIEMP NEW CHUR	491 W 1/5 N	225 E 125 N	193 N 600 E	641 E 100 S	573 E RIDGELINË DRIVE	101 N COMMERCIAL ST #2	10 N SCOTT DR (LOT #34) #1	702 N 550 W (MEADOW CRK WAY)	486 W 175 N	468 N 700 E	401 E IMPERIAL DR	665 E 100 S	485 W 175 N (LOT 50)	1151 WISLAND CIRCLE	289 E 400 N	344 E YOUNG PORTABLE	520 N INDUSTRIAL WAY	344 E YOUNG ST, PORTABLE 504	344 E YOUNG ST, PORTABLE 505	80 S 100 W	494 IMPERIAL DR	543 E 100 S	84 W 100 N	494 W 175 N	706 N 700 E	225 E 125 N	MORGAN MIDDLE SCHOOL-2ND M	26 S 100 W #2
Customer		RISCHAR, CARNELLE & ROBERT	JOHANSEN, JAQUE & ASHLEY B	KIRK ANDERSON, JESSYKA THOM	ROSE, AUGGIE (BARN)	COMER. ZAC	MADEO MIKE & NANCY	RAMBROILGH DON C & NADINE			LUII, MARIUN	TRUE VALUE	THE POST #133	JONES. JEFF (SHOP & HOME)	CIVIET PON			WOULSEY, CORINEY	DICOU, LAYLENE DRENNAN	TRIBUZIO, EUGENE & NAN	FENSTERMAKER, BRENT J & DEB	HEYWOOD, JOHN	ANDERSON, LAURA	JOHNSON, LANCE	WARDELL BROTHERS CONSTRUC	SARGENT JACE	HARRISON KIMBERLY & JOHN	MIDROW/ DIFTER		CHRISTENSEN CLINT		TELERSON, UENNIS HIDNED HEDDY				LUS CHURCH	HUTCHINSON, ANDY	ELDRIDGE, TY & MARINA	POORE', ANISSA	PARRY, PAUL	ROBERTS, NATHAN & CASUREE	WICKLIFFE, ROBERT D	JOHNS, MERLENE	DINKEL VALARIE & BRAD	DEWITT LESLIEA. & KATHRYN	PENTZ. SHELLY EZELL	CRIDDLE. CLINT	SHARP. DEANNA	REBECCA LONDON & PHILLIP ELM	CHENEY, KELLY & WAYNE	CENTERPOINT CONSTRUCTION II	BOARD OF EDUCATION (HS PORT	KIMBAL, BRET (STORAGE)	BOARD OF EDUCATION	BOARD OF EDUCATION	WILSON, KELLY AND LEISA	NELSON, REBECCA AND ANTHON	NIELSON, NATHAN	AVEN, ADDY & BRANDON	NELSON, BLAKE	PETERSON, JAMIE	ELDRIDGE, TY & MARINA	BOARD OF EDUCATION-MMS	TRUSSELL, JEFF
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Creator stephanie stephani∈ stephanie 10/04/2023 10/05/2023 10/05/2023 10/05/2023 10/05/2023 10/06/2023 10/06/2023 10/06/2023 10/06/2023 10/17/2023 10/24/2023 11/01/2023 12/13/2023 12/18/2023 12/18/2023 07/05/2023 12/26/2023 10/04/2023 10/06/2023 02/22/2023 03/20/2023 10/04/2023 11/06/2023 11/06/2023 1/06/2023 11/06/2023 11/07/2023 11/17/2023 11/20/2023 11/29/2023 11/29/2023 2/21/2023 12/21/2023 12/21/2023 12/28/2023 07/01/2023 01/05/2023 01/11/2023 01/18/2023 01/23/2023 01/24/2023 01/27/2023 01/30/2023 01/31/2023 01/31/2023 01/31/2023 01/31/2023 02/08/2023 02/09/2023 02/15/2023 02/22/2023 02/22/2023 02/24/2023 11/06/2023 11/17/2023 1/29/2023 2/21/2023 01/26/2023 02/09/2023 02/27/2023 Effective Date 09/27/2023 10/05/2023 10/05/2023 10/05/2023 10/05/2023 10/05/2023 10/05/2023 10/25/2023 10/25/2023 10/25/2023 10/25/2023 10/25/2023 09/27/2023 09/27/2023 09/27/2023 09/27/2023 10/25/2023 10/25/2023 11/25/2023 11/03/2023 11/17/2023 11/17/2023 11/24/2023 11/24/2023 11/24/2023 07/01/2023 06/12/2023 12/26/2023 01/05/2023 12/13/2023 12/18/2023 01/31/2023 01/31/2023 01/31/2023 02/08/2023 02/07/2023 02/09/2023 02/15/2023 02/13/2023 03/20/2023 12/20/2023 12/28/2023 01/18/2023 01/20/2023 01/23/2023 01/25/2023 01/26/2023 01/30/2023 02/22/2023 02/21/2023 1/27/2023 2/18/2023 2/20/2023 2/20/2023 01/10/2023 01/31/2023 02/22/2023 02/22/2023 09/27/202 2/20/2023 Date Processed <sup>2</sup>rocessed Processed <sup>2</sup>rocessed Processed <sup>2</sup>rocessed Processed Processed Processed Processed Processed Processed Processed Processed Status REPLACE WATER METER REPLACE ELECTRIC MET REPLACE ELECTRIC MET REPLACE ELECTRIC MET REPLACE WATER METER REPLACE WATER METER REPLACE WATER METER REPLACE WATER METER REPLACE ELECTRIC MET REPLACE WATER METER REPLACE UNTER METER REPLACE ELECTRIC MET REPLACE WATER METER REMOVE METER REMOVE METER CHECK FOR WATER LEAK CHECK FOR WATER LEAK CHECK FOR WATER LEAK CHECK FOR WATER LEAK DELIVER GARBAGE CAN PICK UP GARBAGE CAN PICK UP GARBAGE CAN DELIVER GARBAGE CAN REPLACE WATER METER REPLACE WATER METER REPLACE WATER METER DELIVER GARBAGE CAN REPLACE BROKEN GARB CHECK FOR WATER LEAK DELIVER GARBAGE CAN DELIVER GARBAGE CAN DELIVER GARBAGE CAN Order Code MATER LEAK Order Type Terminate Services Terminate Services **Terminate Services** Replace Meter Work Request Work Request Replace Meter **Work Request Nork Request** Work Request Work Request **Nork Request Nork Request** Request Work Request **Nork Request Nork Request** Work Request **Nork Request** Work Request Work Request Work Request Work Request Work Request Work Reques Work Reques **Nork Reques** Work I 752 N SUNSET DR 762 N 700 E 326 N 100 W, UNIT 44 326 N 100 W, UNIT 44 334 N 100 W, UNIT 47 336 N 100 W, UNIT 47 336 N 100 W, UNIT 33 337 N 100 W, UNIT 33 337 N 200 N Location 307 W 150 N S 100 W I ERICKSON, JACOB BUNKER, LEGRAND & CASSIDY 3 COLE ROWSERFORD CONSTRUC 2 BOTT, ERIN & GIFFORD 1 SARGENT, KADE & AMIE 3 MURRAY, MATTHEW 1 ROSEMAN, BURKE 9 FAIR, ROBERTA 6 COLE ROWSER/FORD CONSTRUC 6 COLE ROWSER/FORD CONSTRUC 9 COLE ROWSER/FORD CONSTRUC 2 COLE ROWSER/FORD CONSTRUC 2 COLE ROWSER/FORD CONSTRUC COLE ROWSER/FORD CONSTRUC COLE ROWSER/FORD CONSTRUC COLE ROWSER/FORD CONSTRUC ROMERTS, NATHAN ROBERTS, NARDELL MALL BUILDERS HANSEN, SHERI MOAKE, MICHAEL & SHANNON HEYWOOD, SHERSTI & KIRT GEORGE WHEATLEY, ANGELAHO HASLAM, RODNEY WALL BROTHERS CONSTRUCTION HEINER, MICHAEL DENN COLE ROWSER/FORD CONSTRUC COLE ROWSER/FORD CONSTRUC TURNER, FRANCIS CHALMERS, DEREK & REBECCA WILLIAMS, DAN STRATTON, NASHEENA & LEVI WEBSTER, DAVID ROJAS, DANIEL I FARM, DAWSON MINK MORGAN CITY DEPOT BLDG BROWN, DOUG & JULIE I ROSEMAN, BURKE I ROSEMAN, BURKE FOLLETT.DAN 2 GENEVA ROCK PRODUCTS 2 BROOKS, ALAN 2 ELLIS, TIFFANY & JAMES 3 HADDOCK, JENNIFER FRY, HERALD STAN - MINK FARM STUART WALKER, KELLY WALKER, ADAM & SHAUNA MECHAM, SCOTT MECHAM, ZACHARY L RIDLEY'S FAMILY MARKET MERZ, SHAWN Customer JACOBSON, FREDDIE CRAFTON, DENNIS EVANS, MICHAEL WALL BUILDERS BUTTERS, RON JONES, DAREN RICH, SHARON WARD, KARI **1ST BANK** US TITLE Account No. 100341102 200091001 990250001 120127001 30400002 + 11157008 1 1597 + 25732 0 60195732 0 60195732 0 100360001 1 70290004 1 70290001 1 70500001 1 7445 0 10490001 6 10445 0 10490001 6 130025006 170570001 99878602 99878602 110983002 80222003 80225003 9005004 120256005 9005004 110336001 110336005 111156005 80205000 27161 2 20041 2 23511 23511 2653 1111050002 11111050002 1 800300002 11111110001 3 10490001 2359 160055003 160055003 10490001 10490001 2308 2308 2308 2315 2415 2415 2415 2415 2415 80570001 2309 23120001 2358 2208 2481 2481 2482 2482 2481 2482 2481 2482 20610005 1809 1507 7919 7918 7446 7451 7451 7468 7479 7479 7475 7475 7475 7475 Order No.

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Effective Date Creator	03/21/2023 stephanie	03/23/2023 stephanie	03/30/2023 stephanie	03/31/2023 stephanie	04/10/2023 stephanie	04/17/2023 stephanie	04/18/2023 stephanie	04/21/2023 Stephanie	04/24/2023 stephanie	0%02/2023 stephanie	05/16/2023 stephanie	05/22/2023 stephanie	06/05/2023 stephanie	06/08/2023 stephanie	06/13/2023 stephanie	06/27/2023 stephanie	07/05/2023 stephanie	07/05/2023 stephanie	07/10/2023 stephanie	07/25/2023 stephanie	08/07/2023 stephanie	08/21/2023 stephanie	08/23/2023 stephanie	08/24/2023 stephanie	08/31/2023 stephanie	09/07/2023 stephanie	09/12/2023 stephanie	09/14/2023 stephanie	09/18/2023 stephanie	09/19/2023 stephanie	09/20/2023 stephanie	09/26/2023 stephanie	09/28/2023 stephanie	09/29/2023 stephanie	09/29/2023 stephanie	10/02/2023 stephanie	10/04/2023 stephanie	10/10/2023 stephanie		10/19/2023 Stephanic	10/10/2020 stephanic	10/25/2023 stenhanie	10/31/2023 stephanie	10/31/2023 stephanie	11/01/2023 stephanie	11/02/2023 stephanie	11/02/2023 stephanie	11/02/2023 stephanie	11/03/2023 stephanie	11/08/2023 stephanie	11/13/2023 stephanie	11/15/2023 stephanie	11/20/2023 stephanie	11/21/2023 stephanie	11/27/2023 stephanie	11/28/2023 Stephanie	11/29/2023 Stepnanie	12/01/2023 stepnante	
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Status	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Drocessed	Drocesso	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	Processed	רככססמנ
Order Code	CHECK ELECTRIC METER	CHECK FOR WATER LEAK	PERMANENT POWER	CHECK METERS	TURN ON UTILITY		DELIVER GARBAGE CAN		DELIVER GARBAGE CAN	CHECK FOR WATER LEAK	CHECK FOR WATER LEAK	REPLACE BROKEN GARB	CHECK FOR WATER LEAK	REPLACE BROKEN GARB	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	SINK HOLE	CHECK WATER METER	CHECK FOR WATER LEAK	DELIVER GARBAGE CAN	REMOVE METER	STREET LIGHT OUT	CHECK ELECTRIC METER	CHECK FOR WATER LEAK	PICK UP GARBAGE CAN	CHECK METERS	CHECK FOR WATER LEAK	BOX WORK	CHECK FOR WATER LEAK	CHECK FOR WATER LEAK	WATER LEAK	BOX WORK	CHECK WATER METER	WATER LEAK	SPRINKLERS	CHECK ELECTRIC METER						MATER PRESSIRE	DEIVER GARRAGE CAN	DELIVER GARBAGE CAN	CHECK FOR WATER LEAK	PICK UP GARBAGE CAN	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN	CHECK FOR WATER LEAK	YARDLIGHT	PICK UP GARBAGE CAN	DELIVER GARBAGE CAN	CHECK ELECTRIC METER	DELIVER GARBAGE CAN	DELIVER GARBAGE CAN				
Order Type	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request		VVOR Request	Mork Request	Work Reginest	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Request	Work Kequest	vvork request	Work Request	WOIN heyucar
Location	165 S STATE	11 N COMMERCIAL #1	726 N SUNSET DR	696 N 700 E	330 N 100 W, UNIT 45	415 N 300 W	443 W 275 N	33 N COMMERCIAL	851 N GRAND VIEW DR	485 E 300 N	370 N 300 W	115 N 375 W	290 N 600 E	193 N 600 E	726 N SUNSET DR	822 E CLOVER WAY	84 W 100 N	56 S 200 E	350 E 100 N	1040 E MAHOGANY RIDGE RD	235 E YOUNG ST ~ MOR PORTBLE	544 II RED ROCK WAY #10	570 W OLD HIGHWAY RD	827 N 775 E VIOLET DR.	268 N STATE	862 N VIOLET DR (775 E)	385 N 300 W	75 N 300 W	12 N STATE	765 E 375 N	30 N STATE	448 W ISLAND RD	VALLIS HOTEL/177 N COMMERCIA	355 S STATE ~ CEMETARY	400 E 300 N (frontage rd)	581 E 100 S	390 N 300 W	226 W 100 N #1	40/ E 300 N	410 E 100 S	340 N 400 E	555 ///275 N	749 N JENNY I ANF	346 N 100 W. UNIT 87R	740 F 525 N	750 E 100 S (SO. LANE)	338 N 100 W, UNIT 89R	217 N 300 W	30 N STATE	30 N STATE	476 W 150 N #6	352 N 100 W, UNIT 86R	830 N 775 E	354 N 100 W, UNIT 85R	344 N 100 W, UNIT 83R	348 N 100 VV, UNIT 84K			340 N 100 AN OINI OCH
Customer	ELLIS. TIFFANY & JAMES	DINSDALE, CATHY	WALL BROTHERS CONSTRUCTION	JENSEN, SCOTTA.	COLE ROWSER/FORD CONSTRUC	VANTASSELL, KASEY & ADAM	ADAMS CONSTRUCTION SERVICE	SNYDER, BRIDGER J	LUMINARY INVESTMENTS, LLC	SMITH, VAUGHN	MCMILLAN, MARK & MELINDA	IPSEN, SKYLER & CAYLA	CARTER, BLAIR	POORE', ANISSA	WALL BROTHERS CONSTRUCTION	WALL BROTHERS CONSTRUCTION	AVEN, ADDY & BRANDON	SMITH, JILAINE	CURFEW DOUGLAS	TRAPPERS CONSTRUCTION/DAVI	BOARD OF EDUCATION	MEDARIS, ALAN R.	GRASTEIT, MARILYN	MCCAIN, ANDREWE.	JUNT, KEN	LARSON, TIM	RICH/RICH, ROXANNE	DURRANT, MERLE	STUDIO ONE (WEITZEIL)	PENTZ, DEAN	SMITH PROPERTY & DEVELOPME	COVILL, CHAD & ANNA	VALLIS LEASING LLC	MORGAN CITY-S. MORGAN CEM.	MORGAN CITY (FRWY BEAUT WA)	WARD, KARI	JENSEN, MARK	KIMBAL, GAYLENE						COLE ROWSER/FORD CONSTRUC	FRICKSEN RARARA	PORTER, LYLE - COMO FUR FARM	COLE ROWSER/FORD CONSTRUC	FEARN, GEORGEA	SMITH PROPERTY & DEVELOPME	SMITH PROPERTY & DEVELOPME	PATINO, KENZY & JOSE	COLE ROWSER/FORD CONSTRUC	BERGH, KATHLEEN	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUC	COLE ROWSER/FORD CONSTRUCT			
Account No.	23042	20440001	2542	30070006	2480	80310006	2289	1354	21361	50340001	80640001	21191	4002001	40065002	2542	2307	17901	1799	20070002	1959	24721	111495002	30270001	170170003	50210001	170080002	80330004	80900001	90230002	60180004	90240002	25001	20951	120230001	40311001	111156005	80650003	100570001	476L	110030001	10111	7781	2631	2681	60340001	111080001	2679	80440002	90240002	90240002	26591	2603	170125002	2674	2678	G/97	2000/00/1	1189	1007
Order No.	7520	7521	7550	7541	7525	7578	7570	/ 268	7588	7600	7622	7632	7656	7671	7681	7712	7740	7699	7753	7766	7795	7814	7821	7844	7854	2890	7895	7899	7906	7898	7910	7916	7929	7905	7917	7928	7944	7955	90R/	018/	1910	7080	7996	8000	1797	8016	8019	8014	7972	8038	8025	8047	8049	8051	8071	80/3	6/08	/ 962	1000

Page 11

Morgan City Service Order Listing UTILITIES - 01/01/2023 to 12/31/2023
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Creator	sphanie	sphanie	sphanie	phanie	sphanie
Effective Date	12/06/2023 stt	12/12/2023 ste	12/14/2023 ste	12/21/2023 stt	12/28/2023 st
Order Date	12/05/2023	12/11/2023	12/14/2023	12/20/2023	12/28/2023
Status	Processed	Processed	Processed	Processed	Processed
Order Code	WATER LEAK	DELIVER GARBAGE CAN	WATER MAIN	PICK UP GARBAGE CAN	DELIVER GARBAGE CAN
Order Type	Work Request	Work Request	Work Request	Work Request	Work Request
Location	47 N 200 W	342 N 100 W, UNIT 88R	835 N 800 E SAPPHIRE WAY #64	785 N SAGE DR (825 E) #14	816 E CLOVER WAY
o. Customer	303 CARTER, TEL & SHERIE	380 COLE ROWSER/FORD CONSTRUC	104 JOHNSON, JASON M	323 MACK, MARRIE & STERLING	386 WALL, MICHAEL
Account No	1005200	26	1703750	200	23
Order No.	8100	8107	8114	8127	8136

#### **TOLLING AGREEMENT**

The State of Utah, on behalf of the Utah Department of Environmental Quality, Division of Water Quality (the "Division"), and Morgan City Corporation ("Morgan"), collectively referred to as the "Parties," enter into the following Tolling Agreement.

WHEREAS, on November 9, 2023, the **Division** issued a Notice of Violation and Compliance Order ("NOV/CO"), Docket No. M23-10, alleging potential violations ("Tolled Claims") of the Utah Water Quality Act in Utah Code § 19-5-101 *et. seq.* and Utah Admin. Code R317-1 *et. seq.* ("Water Quality Rules").

The **Parties**, in consideration of the covenants set out in this Tolling Agreement, agree as follows:

- 1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on December 31, 2023, and ending on June 30, 2024 (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any actions brought by the Division on the Tolled Claims.
- 2. In any action brought on the Tolled Claims, **Morgan** shall not assert, plead, or raise against the **Division** in any fashion, whether by answer, motion or otherwise, any claim, defense, or avoidance based on the running of any statute of limitations, laches, or other timeliness defenses during the Tolling Period, and any statute of limitations shall be tolled during and for the Tolling Period.
- 3. Morgan reserves the right to assert all responses and defenses to the Division's Tolled Claims, including but not limited to statutes of limitations, laches, or other timeliness defenses, with the sole exception of defenses based on the passage of time during the Tolling Period. This Tolling Agreement shall not be deemed to revive any claims that, as of December 31, 2023 are barred, in whole or in part, by any statute of limitations or by the doctrine of laches, or other timeliness defenses; and this Tolling Agreement shall not prevent Morgan from asserting that any Tolled Claims have expired, are untimely or are unduly delayed, so long as grounds exist for such assertions aside from the passage of time during the Tolling Period.
- 4. Nothing in this Tolling Agreement constitutes an admission by **Morgan** or alters the claims or defenses available to any **Party**, except as specifically provided in this Tolling Agreement.
- 5. This Tolling Agreement does not alter any statement in the November 9, 2023, NOV/CO issued to **Morgan** and does not alter **Morgan's** obligation to comply with any applicable environmental laws in the Utah Water Quality Act or Water Quality Rules.

- 6. Any **Party** may terminate this Tolling Agreement under this paragraph for any reason and without cause. This Tolling Agreement shall automatically terminate on June 30, 2024, unless:
  - a. terminated at an earlier date by prior written notice of the **Party** wishing to terminate, sent by certified mail or registered mail, return receipt requested, addressed to the **Parties** at the addresses indicated below; or
  - b. extended by written agreement signed by all Parties.
- 7. Any termination prior to June 30, 2024, shall not be effective until thirty (30) days after the date of sending a written notice described in Paragraph 6(a). A Party giving such notice shall specify the exact date on which the termination first becomes effective. That date cannot extend beyond June 30, 2024 even if the effective date will be less than thirty (30) days after the date of sending a written notice described in Paragraph 6(a). This Agreement will always automatically terminate on June 30, 2023 unless extended by a written agreement signed by all Parties under Paragraph 6(b).
- 8. All notices or other written communications under this Agreement shall be sent by mail or email to:
  - a. If to the **Division**:

John K. Mackey Director, Division of Water Quality Utah Department of Environmental Quality P.O. Box 144870 Salt Lake City, Utah 84114-4870 jkmackey@utah.gov

With a copy to:

Haley Sousa Assistant Attorney General, Utah Office of the Attorney General Environment, Health & Human Services Division P.O. Box 140873 Salt Lake City, Utah 84114-0873 hsousa@agutah.gov

b. If to Morgan:

With a copy to:

Gary Crane Morgan City Attorney gcrane@morgancityut.org

- 9. This Tolling Agreement is not intended to affect any claims by or against third parties.
- 10. This Tolling Agreement is effective upon execution by the **Parties**, and without the requirement of filing with any Court, and may be signed in counterparts.
- 11. This Tolling Agreement contains the entire agreement between the **Parties** as to this subject, and no statement, promise, or inducement made by any **Party** to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth in this Tolling Agreement.
- 12. The undersigned counsel of each **Party** certifies that he or she is authorized to enter into the terms and conditions of this Tolling Agreement, and to execute for and bind the **Party** whom he or she represents for purposes of this Tolling Agreement.
  - IN WITNESS WHEREOF, the Parties execute this Tolling Agreement.

For Utah Department of Environmental Quality, Division of Water Quality By: Leanna Littler-Woolf Assistant Director

For Morgan City Corporation By: Ty Bailey Title: City Manager

Date:

Date: 2-12-24