



Council Meeting

12-12-23

6:00 p.m.



**MORGAN CITY COUNCIL AGENDA
DECEMBER 12, 2023 – 6:00 P.M.
MORGAN, UTAH**

PUBLIC NOTICE is hereby given that the Morgan City Council will hold a public meeting in the Council Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 6:00 p.m. on December 12, 2023. The public meeting will be live streamed on YouTube and a recording available on morgancityut.org.

WORK MEETING – 6:00 P.M.

1. Discussion – An Ordinance Enacting Title 10, Chapter 10.16, Section 10.16.180 – Accessory Dwelling Units of the Morgan City Code – Ordinance 23-16
2. Training – Gary Crane, City Attorney

GENERAL MEETING – 7:00 P.M.

1. A. Welcome - Mayor Steve Gale
B. Pledge of Allegiance and Opening Ceremony
C. Approval of Meeting's Agenda
2. **CONSENT AGENDA:**
 - A. City Council Work Meeting Minutes – November 14, 2023;
 - B. City Council Meeting Minutes – November 14, 2023;
 - C. City Council Special Meeting Minutes – December 5, 2023; and
 - D. Warrants – (11/09/23 – 12/08/23)
3. **CITIZEN COMMENTS** (Time has been set aside for the public to express their ideas, concerns, and comments. Comments are limited to 3 minutes per person with a total of 30 minutes for this item. Open Comment Cards are available on the City's website, morgancityut.org, and are to be filled out and submitted to the City Recorder before 5:00 p.m. on the day of the meeting.)
4. **VERBAL PRESENTATIONS**
 - A. Cyler T. Preece – Cross Connection Control Program Administrator Certificate
5. **ACTIVE AGENDA**
 - A. Review/Action – An Ordinance Enacting Title 10, Chapter 10.16, Section 10.16.180 – Accessory Dwelling Units of the Morgan City Code – Ordinance 23-16
 - B. Review/Action – Bid Award – State Street Waterline 2023 Project – Resolution 23-34
6. **CITY REPORTS AND BUSINESS**
 - A. City Council
 - B. City Manager Updates
 - UAMPS Award – Clark Crook
 - CMT Technical Services Agreement – Commercial Street Roadway Investigation
 - Preece Annexation – Certificate Received from Lt. Governor's Office
 - Train Depot
 - Union Pacific Easement
 - Historic District Plaques
 - Hometown Christmas
 - City Christmas Party
 - Downtown Area Plan
 - Vehicles
7. **ADJOURN**

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- A Work Session will be held prior to the General Meeting at 6:00 p.m. to discuss miscellaneous matters if needed.
 - This meeting will also be live streamed via morgancityut.org.
 - The Council at its discretion may rearrange the order of any item(s) on the agenda.

- In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting.
 - This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Morgan Council Conference Room, 90 West Young Street, Morgan, Utah. Elected Officials at remote locations may be connected to the meeting electronically to participate.
 - Notice is hereby given that by motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.
 - The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Morgan City limits on this 8th day of December, 2023 at Morgan City Hall, on the Utah State Public Notice Website (<https://www.utah.gov/pmn>), at on the City's Website (<https://morgancityut.org>), and three public places within the City.
 - The 2023 meeting schedule was posted on the City's Website and Public Notice Website on December 19, 2022.
- /s/ Denise Woods, City Recorder

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MINUTES OF MORGAN CITY COUNCIL WORK MEETING

NOVEMBER 14, 2023; 6:03 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

Mayor Pro Tem Tony London, Jeff Wardell, Eric Turner, Jeffery Richins and Dave Alexander

STAFF PRESENT:

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

EXCUSED:

Mayor Steve Gale

OTHERS PRESENT

ELECTRONICALLY:

Jake Young, CitiDesign, City Planner

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 Pro Tem, Tony London.

ITEMS FOR DISCUSSION

DISCUSSION – SHORT- AND LONG-TERM RENTALS (BUSINESS LICENSE / CONSOLIDATED FEE SCHEDULE / ORDINANCE

Discussion centered around short- and long-term rentals and the need to determine the level of enforcement for related regulations, particularly those pertaining to Accessory Dwelling Units (ADUs), and associated fees. Information had been compiled and a packet with suggested items for consideration was distributed, prompting a thorough review and open discussion on the enforcement of regulations. Specific attention was given to the information provided regarding Hurricane City, which presented a unique scenario compared to Morgan City, involving challenges with Airbnb and VRBOs. Hurricane City's ordinance was described as a work in progress because it had undergone frequent updates over the years in response to evolving circumstances. Morgan City could derive valuable insights from Hurricane City's experiences in regulating rentals.

The Council delved into a detailed discussion about specific items, with an inclination towards regulating short- and long-term rentals through business licensing and code enforcement rather than planning. Reflecting on a previous meeting with the Planning Commission, it was noted that three options were presented: maintaining the current status, regulating rentals with an ordinance allowing or disallowing them. Various viewpoints were expressed, including the suggestion to regulate short-term rentals through existing nuisance, noise, and parking ordinances. Concerns were raised about the associated costs of enforcement.

Ultimately, a consensus emerged to amend the City's nuisance and business license ordinances for effective code enforcement, aligning with the County's business license fees. The proposal aimed to tighten the City's nuisance and parking ordinances. The commitment was made to present amendments to the City Code for consideration by the Council.

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During the discussion, reservations were expressed about changing the timeframe for code enforcement, emphasizing the potential limitations in terms of effectiveness.

Ty Bailey, City Manager, clarified that the proposal involved exploring both options: implementing regulations through existing ordinances and considering the implications of a short- and long-term rental ordinance. The discussion revolved around the enforcement mechanisms, with a focus on the viability of business licenses as a means to regulate short- and long-term rentals. The importance of clearly defining activities through business licenses was emphasized, particularly in comparison to the limitations of nuisance ordinances. The intention was to provide a clear path for permitting while addressing the limitations of nuisance ordinances. The discussion also touched upon the need to update the nuisance ordinance to address specific issues related to short- and long-term rentals. He acknowledged that further exploration was needed and suggested that, administratively, the proposal could be presented under the framework of business licenses. The approach was outlined as a starting point, with the possibility of revisiting the discussion based on the Council's desire for the proposed changes.

The discussion continued by emphasizing the perceived advantages of implementing regulations through business licenses. Providing for auto-renewal and an online process were cited as factors placing the responsibility on short- and long-term rental operators to declare their status, enabling better oversight on aspects such as occupancy and fire code compliance. Administratively, addressing the issues through business licenses offered a more streamlined approach.

In response to a query seeking clarification on the distinction between a short- and long-term rental ordinance path and a business license path, it was confirmed that both were essentially the same. The idea was to recognize short- and long-term rentals as a business license category rather than a land use consideration. Unlike some recreation communities with specific land use components, the proposed approach was more straightforward, requiring only a business license for residential use without specific zoning restrictions.

In the ongoing conversation, there was an emphasis on the practical aspects of implementing business licenses for short- and long-term rentals. Under the business license framework, the focus would be on defining the activity being proposed, such as renting a room, basement, couch, or an Accessory Dwelling Unit (ADU). The business license application process would involve detailing the nature of the short- and long-term rental and designating a local point of contact, providing a more structured approach than relying solely on nuisance ordinances.

The benefits of having a clear record of business activities, including information on parking, contact information for people, and types of rentals was highlighted. The conversation also touched on the ability to address issues promptly, such as noise or parking violations, by having a well-defined business license process. This approach could be a cleaner and more efficient way to regulate short- and long-term rentals, compared to the challenges posed by relying solely on nuisance ordinances.

Discussion regarding the benefits of licensing, such as tracking and collecting Transient Room Tax (TRT), especially in cases where individuals operate independently through platforms like Airbnb or Vrbo. Licensing would also allow for the verification of sales tax numbers, ensuring proper taxation.

The conversation concluded with the acknowledgment that pursuing the conversation on business licensing for short- and long-term rentals was worth exploring. The need for clear communication with applicants regarding rules, regulations, and expectations was emphasized.

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Discussion ensued regarding the administrative aspects, including the ease of application, automatic renewal, and the potential advantages of adopting business licensing for short- and long-term rentals. The overarching goal was to address the issues related to short- and long-term rentals effectively while considering the administrative burden and ensuring a streamlined process. The focus was on the efficiency and flexibility of the business license approach, with fees based on staff time and efforts, ensuring that the applicant bears the associated costs.

Enforcement procedures were discussed, emphasizing that complaints would trigger actions, but having a business license would provide a clear framework for addressing issues. A business license would empower the City to enforce regulations more effectively, ensuring that the operator complies with approved conditions.

The conversation delved into the specific requirements and inspections tied to business licenses, such as checking for fire extinguishers, egress windows, smoke detectors, and other safety measures. Discussed the ability to communicate necessary requirements to applicants and conduct inspections in advance, ensuring compliance with safety standards.

Mention was made of a potential primary residence exemption for long-term rentals and the incorporation of such considerations into the business license framework. The business license process would cover various rental types, from short-term to long-term and even bed and breakfast operations.

Discussion regarding Staff's frustration with the lack of effective enforcement tools. The proposed business license approach aimed to address this frustration by providing clearer guidelines and immediate consequences for non-compliance. The current enforcement process, involving warnings and penalties, was lengthy, and having a business license would streamline this process. The importance of having a system that was both effective and responsive to the concerns raised by the community and city officials was emphasized.

Discussion moved to long-term rentals. If someone was a landlord and only did long-term rentals, it was almost like an undue burden to require someone to go through the process of setting up a business, getting a tax ID number, and all that for a traditional long-term rental.

Concerns about potential administrative burdens and artificial demand created by limiting the number of licenses were mentioned. A preference for a straightforward and less cumbersome approach was expressed. Requiring a business license for long-term rentals might be perceived as an additional and potentially unnecessary step.

Overall, the safety measures outlined in the proposal were appreciated, but raised considerations about the applicability of requiring a business license for long-term rentals and questioned whether other jurisdictions implemented similar requirements.

During the meeting, there was a discussion about the need for regulations related to short- and long-term rentals, particularly in the context of individuals renting out their homes or parts of their homes without obtaining proper business licenses. The conversation touched upon the challenges of enforcement and the importance of ensuring everyone abided by the same rules.

The proposed solution involved encouraging property owners to voluntarily disclose their rental activities and obtain business licenses. The idea was to address potential issues proactively, such as safety concerns or the lack of necessary equipment like fire extinguishers. The proposed approach included providing guidance to property owners on the correct procedures and emphasizing the importance of compliance.

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The City Council expressed general support for the idea, acknowledging the need for some form of regulation. There was consensus on moving forward with developing a proposal based on the information presented during the meeting. The discussion also included considerations about potential formats for the regulations and the importance of keeping the process straightforward.

The overall tone of the discussion suggested a methodical approach to learning from the experiences of another municipality while tailoring regulation to suit the unique needs of Morgan City. The conversation concluded with the agreement to proceed with creating a proposal for regulations on short- and long-term rentals.

The meeting was then adjourned, and the Council expressed appreciation for the work done, particularly by Stephanie, in preparing the information and facilitating the discussion on short- and long-term rentals.

TRAINING – GARY CRANE, CITY ATTORNEY

No training was provided.

This meeting was adjourned at 6:54 p.m.

Denise Woods, City Recorder

Tony London, Mayor Pro Tem

These minutes were approved at the December 12, 2023 meeting.

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MINUTES OF MORGAN CITY COUNCIL MEETING

NOVEMBER 14, 2023; 7:00 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

Mayor Pro Tem Tony London, Jeff Wardell, Eric Turner, Jeffery Richins, and Dave Alexander

MAYOR AND COUNCILMEMBERS PRESENT ELECTRONICALLY:

Mayor Gale

STAFF PRESENT IN-PERSON:

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

STAFF PRESENT ELECTRONICALLY:

Jake Young, CitiDesign, City Planner

OTHERS PRESENT:

Cole Rowser, Lisa Preece, Shaun Preece, and Geni Rowser

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 Wardell moved to approve the agenda.

SECOND: Councilmember Turner

Vote was 4 ayes; Motion passed unanimously to approve the agenda; Councilmember London was acting Mayor Pro Tem and not able to vote.

MINUTES AND WARRANTS

MOTION: Councilmember Alexander moved to approve the following:
City Council Work Meeting Minutes – September 12, 2023;
City Council Meeting Minutes – September 12, 2023;
City Council Meeting Minutes – October 10, 2023; and
Warrants (10/06/2023 – 11/09/2023).

SECOND: Councilmember Turner

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Vote was 4 ayes; The motion passed unanimously to approve the minutes as written and one set of warrants; Councilmember London was acting Mayor Pro Tem and not able to vote.

CITIZEN COMMENTS

No comments given.

ACTIVE AGENDA

FINAL ACCEPTANCE – RIVERSTONE TOWNHOMES PHASE 1 SUBDIVISION

Ty Bailey, City Manager, provided an overview of the final acceptance process for the Riverstone Townhomes Phase 1 Subdivision. Ben Slater, City Inspector, JA Jones & Associates, provided a Memorandum recommending final acceptance of the Riverstone Townhomes Phase 1 Subdivision. The total amount in the escrow fund was One Hundred Fifty-Three Thousand Four Hundred Sixty Dollars Seventy-Nine Cents (\$153,460.79) which can be released upon final acceptance by the City Council as follows: One Hundred Forty-Eight Thousand Four Hundred Sixty Dollars Seventy-Nine Cents (\$148,460.79) to be released to the developer and the remaining amount of Five Thousand Dollars (\$5,000.00) would be released to the City for the completion of the chip seal project.

Cole Rowser, Ford Construction, clarified any remaining funds after the completion of the chip seal project in the spring would be reimbursed to the developer.

MOTION: Councilmember Alexander moved to grant final acceptance of the Riverstone Townhomes Phase 1 Subdivision and the release of the escrow funds as outlined in the Memorandum from JA Jones & Associates.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

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

Vote was 4 ayes; Motion passed unanimously to grant final acceptance of the Riverstone Townhomes Phase 1 Subdivision and the release of the escrow funds as outlined in the Memorandum from JA Jones & Associates; Councilmember London was acting Mayor Pro Tem and not able to vote.

AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN MORGAN CITY AND LISA C. AND SHAUN D. PREECE, WAYLON S. AND MICHAELA PREECE, BLAKE E. AND EUGENIA H. ROWSER, ARLENE S. CHRISTENSEN, TRUSTEE, AND DEANNE C. JOHNSON, TRUSTEE; PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN UTAH – RESOLUTION 23-31

DRAFT

Gary Crane, City Attorney, guided the attendees through a crucial step in the annexation process. An annexation agreement was introduced, serving as a precursor to the annexation ordinance adoption. The agreement, encompassed in a resolution, delineated standards for utilities, road infrastructure, and other developmental aspects associated with the mentioned property.

Gary emphasized the necessity for both the City and property owners to comprehend the intricacies of post-annexation. The agreement accommodated details on a forthcoming subdivision proposal, ensuring comprehensive coverage for the property's development. The discussion also noted the incorporation of the City Engineer's Memorandum, addressing pertinent technical aspects.

Following a review of the annexation agreement, participants expressed satisfaction and addressed concerns raised during a prior meeting. Confirmations were made regarding existing City services for water and power. Gary facilitated a brief discussion on Staff notes and concerns, which had been thoroughly examined in the previous meeting.

Gary clarified the interdependence of passing the annexation agreement before progressing to the public hearing and the annexation ordinance. Notably, there was unanimous agreement among the participants, leading to the preparation for a motion to proceed with the next steps in the annexation process.

MOTION: Councilmember Alexander moved to adopt Resolution 23-31 – A Resolution adopting the Agreement for Annexation and Development of Land Between Morgan City and Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, Arlene S. Christensen, Trustee, and Deanne C. Johnson, Trustee; Property Located at Approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan Utah.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

ROLL CALL VOTE: Jeffery Richins – aye
Jeff Wardell – aye
Tony London – Acting Mayor Pro Tem
Eric Turner – aye
Dave Alexander - aye

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 23-31 – A Resolution adopting the Agreement for Annexation and Development of Land Between Morgan City and Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, Arlene S. Christensen, Trustee, and Deanne C. Johnson, Trustee; Property Located at Approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan Utah; Councilmember London was acting Mayor Pro Tem and not able to vote.

PUBLIC HEARINGS

ANNEXATION OF PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN, UTAH AND CONTAINS APPROXIMATELY 54.36 ACRES – ORDINANCE 23-15

DRAFT

MOTION: Councilmember Turner moved to open the public hearing at 7:14 p.m., to receive any public comments regarding Ordinance 23-15 – An ordinance declaring the annexation of 54.36 acres of real property into Morgan City.

SECOND: Councilmember Richins

Vote was 4 ayes; Motion passed unanimously to open the public hearing at 7:14 p.m.; Councilmember London was acting Mayor Pro Tem and not able to vote.

Public Comments: Lisa Preece asked regarding the sewer connection for existing and potential new houses on her property. She sought clarification on whether both the current house and the prospective house for their son needed to be connected to the sewer when selling a portion of the property.

Geni Rowser clarified that only the new house, located on the part of the property designated for their son, would require a sewer connection. It was emphasized that the existing house, where Arlene Christensen resided, would not be affected by this requirement.

Gary Crane referred to the stipulations set by both the Health Department and the City, which necessitated sewer connection within 300 feet of the sanitary sewer line. If it wasn't within the 300 feet it could remain as it was until further development of the property.

Lisa confirmed understanding and expressed satisfaction with the clarification, concluding the discussion on this specific aspect of the property.

Jake Young, CitiDesign, City Planner, displayed the Annexation Plat and explained the status of a dirt road on the North End of the property, stating that the Planning Commission indicated it would not be part of the annexation as it belongs to the State of Utah. He explained that while the road is not included in the plat, future development could prompt the City to require its inclusion.

Discussion then shifted to the 54.36-acre property, both north and south of I-84, with existing homes requested to be zoned R-1-10 and no specific recommendation for the rest of the land. The Planning Commission suggested agriculture zoning for the remaining areas, considering their current use and potential future development timeline. Jake presented plat maps and discussed current and future land uses, noting that the requested zoning aligns with adjacent properties.

Mayor Pro Tem Tony London raised a question about a road labeled as "1100 North," confirming it as a State road and not included in the annexation. The City's potential involvement would depend on future development. The zoning choice (R-1-10) was justified for its flexibility in splitting properties into smaller lots.

No further questions or comments from the public.

MOTION: Councilmember Turner moved to close the public hearing at 7:21 p.m.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

Vote was 4 ayes; Motion passed unanimously to close the public hearing at 7:21 p.m.; Councilmember London was acting Mayor Pro Tem and not able to vote.

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ACTIVE AGENDA (Continued)

ANNEXATION OF PROPERTY LOCATED AT APPROXIMATELY 555 WEST OLD HIGHWAY ROAD, 936 NORTH 700 EAST, 1075 NORTH 700 EAST, AND 1050 NORTH 600 WEST, MORGAN, UTAH AND CONTAINS APPROXIMATELY 54.36 ACRES – ORDINANCE 23-15

MOTION: Councilmember Alexander moved to adopt and approve Ordinance 23-15 – An Ordinance declaring the annexation of real property into Morgan City; Property is 54.36 acres in area and is located at approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan, Utah; Property owned by Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, and Arlene S. Christensen and Deanne C. Johnson, Trustees.

SECOND: Councilmember Wardell

Discussion on the Motion: Councilmember Alexander highlighted that the annexation had been a topic in prior meetings, both in Planning and City Council sessions.

Mayor Pro Tem Tony London expressed concern that individuals solely relying on City Council meeting summaries might overlook the extensive background and effort invested in the annexation process. He acknowledged and appreciated the point raised, emphasizing the need to recognize the substantial background work involved in the proceedings.

The discussion on this matter concluded, and there were no further comments or questions at that point.

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

Vote was 4 ayes; Motion passed unanimously to adopt and approve Ordinance 23-15 – An Ordinance declaring the annexation of real property into Morgan City; Property is 54.36 acres in area and is located at approximately 555 West Old Highway Road, 936 North 700 East, 1075 North 700 East, and 1050 North 600 West, Morgan, Utah; Property owned by Lisa C. and Shaun D. Preece, Waylon S. and Michaela Preece, Blake E. and Eugenia H. Rowser, and Arlene S. Christensen and Deanne C. Johnson, Trustees; Councilmember London was acting Mayor Pro Tem and not able to vote.

Jake Young left the meeting at 7:35 p.m.

SUNNYSIDE WASTE COAL FACILITY PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE BETWEEN MORGAN CITY AND UAMPS; RATIFYING TY BAILEY'S, CITY MANAGER, SIGNATURE – RESOLUTION 23-32

Ty informed the Council the Resolution also ratified his signature on a power purchase agreement. The agreement involved obtaining power from the Sunnyside Waste Coal Facility Project, contributing approximately 49.3 kilowatts to the City's portfolio. The project, a two-year commitment, was deemed beneficial for the City's energy needs during summers and aligned with the average cost of wind power.

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Discussion covered the pricing comparison, with the cost per megawatt hour at \$71, significantly lower than the pool price experienced the previous summer, which was around \$180. Ty explained that the decision to secure half a megawatt was influenced by the collective interest in the Project, the City's relative size, and its energy needs.

Questions were raised regarding the potential for renewing the agreement for an additional two years, to which Ty confirmed it was an option. The maintenance costs were clarified to be inclusive in the agreed-upon price.

Ty provided additional context, explaining that the Sunnyside Facility was already operational, and the City was essentially purchasing power without bearing ownership or maintenance costs.

MOTION: Councilmember Turner moved to approve Resolution 23-32 – A Resolution authorizing the Sunnyside Waste Coal Facility Project Firm Power Supply Agreement Transaction Schedule Under the Master Firm Power Supply Agreement With Utah Associated Municipal Power Systems; and Ratifying the Execution of the Transaction Schedule by Ty Bailey, City Manager.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

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

Vote was 4 ayes; Motion passed unanimously to authorize the Sunnyside Waste Coal Facility Project Firm Power Supply Agreement Transaction Schedule Under the Master Firm Power Supply Agreement With Utah Associated Municipal Power Systems; and Ratifying the Execution of the Transaction Schedule by Ty Bailey, City Manager; Councilmember London was acting Mayor Pro Tem and not able to vote.

AMENDMENT TO TITLE 1, CHAPTER 1.15 – CONSOLIDATED FEE SCHEDULE, OF THE MORGAN CITY CODE BY AMENDING THE BUSINESS LICENSES TO CLARIFY ADMIN FEES, CEMETERY BURIAL FEES, TRANSFER FEES FOR GRAVE SPACES, AND CLARIFICATION OF UTILITY FEES – ORDINANCE 23-13

Ty explained the proposed amendments to the Consolidated Fee Schedule, specifically focusing on business licenses, admin fees, cemetery burial fees, transfer fees for grave spaces, and utility fees as outlined in the ordinance.

Ty stated the first amendment clarified that the admin fee was an administrative processing fee, a flat charge not contingent on the duration or complexity of the application. Ty addressed questions regarding the admin fee, emphasizing that it was an average processing charge.

Discussion then shifted to cemetery fees and burial fees, mainly focusing on disinterment costs, which were proposed to increase due to the complex nature of the process. Ty explained the difficulties involved in disinterment, including the need for digging, placing anchor bolts, and utilizing a truck to lift the vault.

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Further, the amendments covered changes in burial fees for infants and children, with the criteria primarily based on vault size. Questions were raised about the reasonableness of the fees, and Ty provided context, noting that the proposed fees were reasonable, offering a discount for residents.

The utility fee section addressed changes related to disconnect and reconnect charges. Instead of separating these charges, the proposal consolidated them into a single service disconnection/reconnection fee for clarification.

MOTION: Councilmember Wardell moved to adopt Ordinance 23-13 – An Ordinance Amending Title 1, Chapter 1.15 – Consolidated Fee Schedule, of the Morgan City Code by Amending the Business Licenses to Clarify Administrative Fees, Cemetery Burial Fees, Transfer Fees for Grave Spaces, and Clarification of Utility Fees; Providing for repealer; Providing for Severability; and Providing for an immediate effect date.

SECOND: Councilmember Alexander

Discussion on the Motion: Councilmember Alexander asked for clarification on whether the proposed fee applied to both of the City's cemeteries.

Ty responded, confirming that the fee was indeed applicable to both cemeteries. He explained that although there was equipment at both locations, it was shared between Departments and transported as needed.

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

Vote was 4 ayes; Motion passed unanimously to Amend Title 1, Chapter 1.15 – Consolidated Fee Schedule, of the Morgan City Code by Amending the Business Licenses to Clarify Administrative Fees, Cemetery Burial Fees, Transfer Fees for Grave Spaces, and Clarification of Utility; Councilmember London was acting Mayor Pro Tem and not able to vote.

AMENDMENT TO TITLE 10, CHAPTER 10.22, SECTION 10.22.050(F)(5) – DEVELOPMENT STANDARDS, OF THE MORGAN CITY CODE REGARDING ACCESS POINTS IN THE SENSITIVE LANDS DISTRICT ORDINANCE – ORDINANCE 23-14

Councilmember Alexander mentioned this item was at Jake's and reference was made to the Planning Commission's positive recommendation for the amendment.

Jake Young returned to the meeting electronically to discuss this item at 7:48 p.m.

Jake explained the proposed amendment to the sensitive lands ordinance. The previous language had stated "20 lots," but there was a recognition that this wording didn't provide the necessary clarity for developments with more than 20 lots, such as townhome communities. The suggested change was to replace "20 lots" with "dwelling units," ensuring that developments with multiple townhome units on a single lot would also require a second access point.

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Jade explained the need for this adjustment, emphasizing that it addressed concerns raised by Matt Hartvigsen, City Engineer, over several months. The clarification focused on requiring a second access point for developments, regardless of the type of dwelling unit.

Discussion concluded with the acknowledgment that the proposed fix was straightforward. No further questions were raised, and it was noted that the change added clarity to the requirement for a second access point for developments, which could include townhome communities or individual homes on a single lot.

MOTION: Councilmember Turner moved to adopt Ordinance 23-14 – An Ordinance amending Title 10, Chapter 10.22, Section 10.22.050(F)(5) – Development Standards, of the Morgan City Code Regarding Access Points in the Sensitive Lands District Ordinance; Providing for repealer; Providing for severability; and Providing for and immediate effective date.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion.

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

Vote was 4 ayes; Motion passed unanimously to adopt Ordinance 23-14 – An Ordinance amending Title 10, Chapter 10.22, Section 10.22.050(F)(5) – Development Standards, of the Morgan City Code Regarding Access Points in the Sensitive Lands District; Councilmember London was acting Mayor Pro Tem and not able to vote.

Jake Young left the meeting at 7:54 p.m.

CITY REPORTS

CITY COUNCIL

Councilmember Alexander made a complimentary acknowledgment of Gary's retirement, expressing gratitude for his continued collaboration. The sentiment was officially recorded, emphasizing the pleasure of working with Gary over the years. It was noted that Gary would not be retiring from Morgan City. The expressed appreciation highlighted the positive working relationship and the pleasure of having Gary remain with the City.

Councilmember Richins made a comment regarding the Halloween festivities on Commercial Street and State Street. He expressed amazement at the turnout and the lively atmosphere during the Halloween event. A thank-you was extended to the businesses, with a mention of the Chamber of Commerce's involvement in promoting the event for its members.

It was clarified that the significant effort came from the businesses and the community, with the Church being highlighted for its commendable community work. The scale of participation was emphasized. The discussion conveyed the enthusiasm and astonishment at the success of the Halloween event.

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The concern about safety during Halloween festivities was raised as two locations, the Health Center, and First Community Bank, were situated on one side of State Street, leading to children crossing the street to reach them. Discussed the potential safety hazard for kids navigating back and forth across the street. The suggestion was made to encourage booths to move to one side of the street to mitigate this risk.

CITY MANAGER

PROJECT UPDATES

UAMPS Updates:

High Wind Resiliency Grant Application: The City applied for a high wind resiliency grant under the Infrastructure Investment and Jobs Act, seeking \$600,000 for a \$1 million project to bury power lines on State Street. The goal is to protect power lines from wind and trees, enhancing resilience.

UAMPS applied for a \$3 million grant involving five participants to explore internal power generation. The project aims to create an internal market, allowing members to buy excess power from each other at favorable rates.

Carbon-Free Power Project: The City decided to end its partnership with NuScale for the Carbon-Free Power Project due to permitting challenges, financial risks, and increased costs.

The Carbon-Free Power Project experienced a significant development, as it was mutually decided to end the project with New Scale. This decision was not entirely unexpected, considering the challenges involved in permitting new power sources. Congressman Curtis, present virtually at the UAMPS meeting, acknowledged the complexities and risks associated with the project. The decision to exit the project was prompted by the lack of subscription and escalating costs, attributed to factors like inflation and financing challenges. The team expressed proactive measures in response to the evolving power landscape, and while the termination of the project was a notable development, it wasn't perceived as a substantial loss. The decision was reached through mutual agreement, avoiding potential disagreements and disputes over financial responsibilities.

Generator Project: The generator project progressed as planned. A notice to proceed was issued, following previous discussions on the contract in prior meetings. The sites for the natural gas generator were to be prepared. Two portable units had been picked up, and the unit designated for this building was ordered. The exact timeline for delivery wasn't specified, but the site preparation notice was sent to the vendor. The work on the generator project is expected to commence in spring, involving the pouring of pads and making necessary connections. The necessary paperwork, including signing, was completed to move forward.

City Building Updates: Remodeling efforts included finishing the basement at the Train Depot, creating a storage space. Electrical work and a new sign concept are underway. Additionally, the Municipal Building Authority funded the remodeling of City offices for better functionality.

Riverside Park and Tree Maintenance: Trees were removed at Riverside Park, and while some will be replanted, they may not necessarily be pine trees. The City has contracted a tree service to assess and maintain the health of existing trees.

Snowplow Truck Acquisition: The City acquired a new snowplow truck, a long-awaited addition to the budget, contributing to better snow removal efficiency.

DRAFT

Cemetery Updates: Two new mowers were purchased for the cemeteries to enhance maintenance. A \$61,000 investment was made for a new water pump at the cemetery, addressing water level issues.

Performance Reviews: The City completed performance reviews for employees, providing an opportunity to discuss safety, personal goals, and cost-saving measures.

Hometown Christmas: The event is scheduled for December 2nd.

CLOSED SESSION

MOTION: Councilmember Richins moved to go into a closed session at 8:09 p.m. for the purpose of discussing the purchase, exchange, or lease of real property.

SECOND: Councilmember Turner

Vote: 4 ayes; Motion passed to go into closed session; Councilmember London was acting Mayor Pro Tem and not able to vote.

PRESENT: Mayor Pro Tem Tony London, Ty Bailey, City Manager, Gary Crane, City Attorney, Denise Woods, City Recorder, Councilmember Wardell, Councilmember Alexander, Councilmember Turner, and Councilmember Richins.

MOTION: Councilmember Richins moved to open the meeting at 8:33 p.m.

SECOND: Councilmember Turner

Vote: 4 ayes; Motion passed to come out of closed session; Councilmember London was acting Mayor Pro Tem and not able to vote.

This meeting was adjourned at 8:34 p.m.

Denise Woods, City Recorder

Tony London, Mayor Pro Tem

These minutes were approved at the December 12, 2023 meeting.

DRAFT

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Morgan City Council on the **14th day of November, 2023**, was to discuss the purchase, exchange, or lease of real property.

Dated this 14th day of November, 2023.

ATTEST:

TONY LONDON, Mayor Pro Tem

DENISE WOODS, City Recorder

DRAFT

MINUTES OF MORGAN CITY COUNCIL SPECIAL MEETING

DECEMBER 5, 20232022; 5:00 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

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

STAFF PRESENT IN-PERSON:

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

STAFF PRESENT ELECTRONICALLY:

Gary Crane, City Attorney

OTHERS PRESENT:

Jennifer Stoddard and Sierra Stoddard

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.

ACTIVE AGENDA

CANVASS OF 2024 MUNICIPAL ELECTION RESULTS

Mayor Gale turned the time over to Denise Woods, City Recorder, to present the results from the 2023 Municipal Election provided by the Morgan County Clerk's Office.

Denise explained the City and the Morgan County Clerk's Office collaboratively managed the 2023 Municipal General Election that occurred on Tuesday, November 21, 2023. All Morgan City ballots, totaling 795, were received and processed in accordance with state law under the direction of the Morgan County Clerk's Office. The City Council, acting as the Board of Canvassers, had the responsibility to review and verify the statement of votes cast provided by the Morgan County Clerk's Office.

To fulfill legal requirements, the Council needed to officially certify the election results through a motion, declaring those with the highest number of votes as elected. Morgan City, with 2,421 registered voters, witnessed a turnout of 795 ballots during the 2023 Municipal General Election. The total votes cast were 2,141, with individual candidate counts as follows: Tony London received 629 votes, Jeff Wardell received 567, David R. Alexander received 540, and Nicole Reed received 405.

Notably, 13 ballots were excluded from the count due to various reasons. Nine cure letters were sent out, and only one was returned and counted. Additionally, four ballots were postmarked on November 21st and were deemed late, while one ballot postmarked on November 22nd was also excluded.

MOTION: Councilmember Tony London moved to accept the 2023 Municipal General Election results as presented by Denise Woods, City Recorder.

SECOND: Councilmember Richins

Discussion on the Motion: No discussion

DRAFT

Vote was 5 ayes: Motion passed unanimously to accept the 2023 Municipal General Election results as presented by Denise Woods, City Recorder.

This meeting was adjourned at 5:04 p.m.

Denise Woods, City Recorder

Steve Gale, Mayor

These minutes were approved at the December 12, 2023 meeting.

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.

WHEREAS, Morgan City desires to provide housing flexibility and affordability options for current and future residents; and

WHEREAS, the Accessory Dwelling Unit Ordinance has been studied and reviewed by the Morgan City Planning Commission, and after a public hearing held on November 21, 2023, the Ordinance is forwarded to the Morgan City Council with a positive recommendation from the Planning Commission; and

WHEREAS, the Planning Commission of Morgan City deems it to be in the best interest of the citizens of Morgan City to amend Title 10, Chapter 10.16 – Land Use Regulations by enacting Section 10.16.180 to follow the State Code of Utah (10-9a-530) for Accessory Dwelling Units; and

WHEREAS, the City Council has reviewed this Accessory Dwelling Unit Ordinance and finds that it is in the best interest of the health, safety, and welfare of the citizens of Morgan City to enact Title 10, Chapter 10.16, Section 10.16.180 entitled Accessory Dwelling Units to provide housing flexibility and affordability options for current and future residents of Morgan City.

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

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

SECTION 2. **Enactment.** Title 10, Chapter 10.16, Section 10.16.180 – Accessory Dwelling Units of the Morgan City Code is hereby enacted to read as follows:

10.16.180 ACCESSORY DWELLING UNITS

10.16.180.01 Purpose

- A. Accessory Dwelling Units (ADUs) in single-family residential zones are an essential tool in the City's overall housing goals and needs. ADUs allow for alternative and flexible housing options in single-family residential neighborhoods. The purposes of the ADU standards of this code are to:
1. Create new housing units while respecting the appearance, neighborhood character, and scale of single-family residential development.
 2. Provide more housing choices in residential zones.
 3. Allow more efficient use of existing streets, utilities, homes, and large underutilized yards.
 4. Provide housing options for family caregivers, adult children, aging parents, newly established households, and families seeking flexible housing solutions.
 5. Offer a means for residents, seniors, single parents, and families with older children to remain in their homes and neighborhoods and obtain extra income, security, companionship, and services.
 6. Broaden the range of affordable housing options throughout the City.
 7. Comply with State codes and land use laws.

10.16.180.02 Interpretation

The City intends that adopting this Ordinance shall not be understood as increasing the residential lot/unit density of the underlying zone designation. An ADU shall always be an accessory to the principal dwelling.

10.16.180.03 Applicability

- A. Lots are eligible for an accessory dwelling unit if:
1. The property is owner-occupied as defined in this Ordinance.
 2. The use of the lot at the time of application and any time after that is single-family residential.
 3. The lot is in an R (residential) or A (agriculture) zone (See ADU Uses Table).
 4. The lot is equal to or greater than 6,000 square feet.

10.16.180.04 Definitions

- A. **Accessory Dwelling Unit (ADU)** An ADU is an independent habitable living unit with a kitchen, bath facilities, sleeping quarters, and entryway (to the outside). ADUs do not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels. ADUs require a permanent foundation.
- B. **Internal Accessory Dwelling Unit (IADU)** is an Accessory Dwelling Unit created within the primary dwelling footprint. IADUs are created within an existing footprint of a home. The attached garages are part of the dwelling footprint.
- C. **Attached Accessory Dwelling Unit (AADU)** means an Accessory Dwelling Unit that is constructed directly or added as part of the existing primary dwelling home. AADUs require a permanent foundation. The AADU must be fully enclosed, including any connection to the primary structure.
- D. **Detached Accessory Dwelling Unit (DADU)**. A DADU is an independent habitable living unit with a kitchen, bath facilities, and sleeping quarters separate from the primary dwelling unit. Detached Accessory Dwelling Units may be standalone or located over detached garages. DADUs do not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels. DADUs require a permanent foundation.

10.16.180.05 ADU – Land Use Chart

Table 1

Zones	Use	Permitted or Conditional Use	Use Limitations or Specific Standards
A, RR, R-1-20, R 1-12, R-1-10, C*	Internal/Attached ADU	Permitted	See Design Standards
A, RR, R-1-20, R 1-12, R-1-10	Detached ADU	Permitted	See Design Standards

*New residential homes are not allowed in Commercial Zones. Internal ADUs are allowed for existing residential homes in Commercial zones as a non-conforming use. Attached and Detached ADUS are not permitted in Commercial zones.

10.16.180.06 Permitted And Conditional Uses And Limitations

ADUs are permitted uses as set forth in the Utah Code and this Ordinance.

10.16.180.07 ADU Application

- A. Application shall be submitted to the City Planning Department and must include, at a minimum, the following:
 1. Documentation that demonstrates the property is owner-occupied. The Owner's name must be on the County's property records directly or via legal documentation proving ownership.
 2. A properly scaled site plan and floor plans of all buildings on the lot. Plans shall include all existing and proposed structures and driveways.
 3. IADUs - provide an existing building plan showing rooms, entrances, kitchen, and bathroom.
 4. AADU - provide building plans.
 5. DADU - provide a site plan and building plans.
 6. Show parking on a site plan or photos showing parking availability.
 7. If located within the Sensitive Lands District, a Plot Plan complete with grading will be reviewed by City Staff.
 - a. If located within a Flood Plain, the City's Ordinance applies (Title 1). City Staff will review plans.
 - b. Sensitive lands do not apply to IADUs.
 8. Fee. The initial application fee for any ADU shall be paid. The payment of a partial application fee or the submittal of plans for a pre-submittal review shall not constitute a complete application. Fees shall be as set forth in the City's fee schedule.
 9. Only applications deemed complete by the City Staff shall be processed. Complete applications include appropriate application forms, signatures, and documents.
- B. The application review shall, at a minimum, consist of the following:
 1. City Staff shall administer an application review procedure in which the proposed use and site development plan is evaluated for compliance with all applicable ordinances and codes.
 2. Referral of the application to all affected entities.
 3. Staff reviewing the application may involve other City Departments for additional considerations or conditions to meet all applicable standards adequately.
- C. City staff shall present in writing a determination of the review's outcome.
- D. If City staff determines that an accessory dwelling unit complies with the provisions of this chapter, then a notice of compliance shall be recorded on the property at the Morgan County Recorder's Office.
 1. Notices that demonstrate compliance with the City's land use regulations and state statute shall include, at a minimum, the following:
 - a. A description of the primary dwelling;
 - b. A statement that the primary dwelling or lot contains an ADU;
 - c. A statement that the ADU may only be used in accordance with the City's land use regulations.
 - d. A denied approval application may be appealed through the appeal authority.

10.16.180.08 Standards for all ADUs (Internal, Attached and Detached)

- A. An accessory dwelling unit as a standalone unit shall not be sold separately or subdivided from the principal dwelling unit or lot. All ordinances and subdivision ordinances apply to any and all subdivisions.
- B. The design and size of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, Flood Plain ordinance, and any other applicable codes. When a new ADU is proposed in an existing single-family dwelling, the ADU shall be compliant with all applicable standards.
- C. Detached or Attached ADUs in Sensitive Lands areas will be reviewed by City staff.
- D. The installation of separate utility meters is prohibited.
- E. Setbacks for /Attached ADUs shall be the same as the main structure.
- F. Design Standards. For new attached or detached, the new building shall incorporate at least one of the exterior materials used in the principal dwelling for twenty-five percent (25%) of all facades of

the structure. The ADU must have a pitched roof unless the principal dwelling has a flat roof, in which case an ADU may have a flat roof or a pitched roof. The ADU shall maintain the same colors of the primary dwelling for at least sixty percent (60%) of all facades.

- G. The outside entrance of the ADU must have a sidewalk to the driveway parking area.
- H. Detached ADUs are prohibited on flag lots. An IADU/AADU may be located on a flag lot.
- I. ADUs may not be built within a recorded easement.
- J. Renting ADUs requires a business permit. All ADU landowners who are renting ADUs must obtain a business permit (annually). The business permit must be renewed annually and may be revoked for landowners failing to comply with City ordinances.
- K. Short-term renting is per business licensing and City ordinances.
- L. No more than one family may rent the ADU at any time. (See State Code 10-9a-505.5)
- M. Prohibited separate utility meters

10.16.180.09 Development Standards For Internal/Attached Accessory Dwelling Units

- A. Internal ADUs are regulated under Utah Code Ann. 10-9a-530, and additionally, Attached/Internal ADUs shall;
 - 1. Be prohibited on lots less than 6,000 square feet.;
 - 2. Have one off-street parking stall for the IADU/AADU. Parking shall be asphalt or concrete. The existing home must continue to meet the required parking.
 - 3. Not change the appearance of the primary dwelling as a single-family dwelling.
 - 4. Are not permitted in a mobile home.
 - 5. ADU additions or remodels must match the home in architectural styles, materials, form, and colors. The attached ADU/remodel requires architectural floor plans, color elevation drawings, and standard building plans.

10.16.180.10 Development Standards For Detached Accessory Dwelling Units

- A. A Detached ADU shall be a permanent structure built on a foundation. Trailers, mobile homes, and other portable structures, including all structures with wheels, shall not be permitted as a Detached ADU.
- B. Exterior lighting shall provide illumination directed downward. The light source shall not be visible from adjacent properties.
- C. Detached ADUs shall not be built on slopes of 30% or greater.
- D. Detached ADU setbacks shall be according to Table 2. Exterior stairways and landing shall not encroach into a setback.
- E. Detached ADUs are required to match the primary dwelling in architectural styles, materials, form, and colors. Detached would require an architectural floor plan, color elevation drawings, and standard building plans.
- F. All Detached ADUs require their own building permit, even if they are building both units at the same time.

10.16.180.11 Detached ADU Standards

Table 2

Minimum Lot Size	10,000 square feet
Front Setback	DADU must be located 5 feet behind the front façade of the primary dwelling unit
Side setback (internal)	10 feet
Side setback (corner)	15 feet
Rear Setback	10 feet
Distance from the primary structure	10 feet

Distance from the fire hydrant	Detached ADU shall not be greater than 250 feet from the fire hydrant.
Parking stalls	One stall per bedroom, up to two stalls are required. Parking for the primary dwelling unit according to the zoning ordinance.
Height	25'
Size	The main floor of the Detached ADU shall not be greater than the existing square footage of the Primary Dwelling main floor (living area) or a maximum main floor square footage of 1,000 square feet.
Occupancy Limit	One family (see State code 10-9a-505.5).
Maintaining open space/Lot coverage	See maximum lot coverage per Ordinance.

10.16.180.12 Termination

If a property owner is found to be in violation of this Title, the City may revoke the use of an ADU on the property.

10.16.180.13 Addressing

A separate address for all ADUs shall be established by the City. Typically, an Internal/Attached ADU shall have the same address as the primary residence with the addition of the letter B, and a Detached ADU shall have the letter C added. ADUs shall use a PO Box for mail service delivery.

10.16.180.14 Enforcement And Noticing

- A. In addition to any other legal or equitable remedies available to a municipality, the City may hold a lien against a property that contains an accessory dwelling unit if:
 1. The Owner of the property violates any provisions of this Title and any other applicable section of the code;
 2. The City provides a written notice of violation.
 3. The property owner fails to cure the violation within the time period prescribed in the written notice.
 4. The City records a copy of the written notice of lien with the County Recorder.
- B. The written notice of violation shall:
 1. Describe the specific violation;
 2. Provide the Owner of the ADU a reasonable opportunity to cure the violation that is:
 - a. No less than 14 days after the day on which the City sends the written notice of violation if the violation results from the Owner renting or offering to rent the ADU as a short-term rental; or
 - b. No less than 30 days after the day the municipality sends the written notice of violation for any other violation.
 3. State that if the Owner of the property fails to cure the violation within the time period described above, the municipality may hold a lien against the property in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires;
 4. Notify the Owner of the property:

- a. That the Owner of the property may file an appeal of the notice of violation within ten (10) business days after the day on which the written notice of violation is postmarked or posted on the property; and
 - b. Of the name and address of the City office where the Owner of the property may file the written objection;
- C. The written notice of lien shall:
 1. Comply with Utah Code Ann. Section 38-12-102;
 2. State that the property is subject to a lien;
 3. Specify the lien amount, in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires;
 4. Be mailed to:
 - a. The property's Owner of record and
 - b. Any other individual designated to receive notice in the Owner's license or permit records and be posted on the property.
- D. Appeals. A property owner that receives a written notice of violation or a written notice of lien may file an appeal in accordance with the City's appeal process.
 1. If the Owner of property files a written objection to a notice of violation, City may not record a lien until a hearing is held to determine that the specific violation occurred.
 2. If City determines at the hearing that the specific violation has occurred, City may impose a lien in an amount of up to \$100 for each day of violation after the day on which the opportunity to cure the violation expires, regardless of whether the hearing is held after the day on which the opportunity to cure the violation has expired.
 3. If the Owner of the property cures a violation within the time period prescribed in the written notice of violation, City may not hold a lien against the property or impose any penalty or fee on the Owner in relation to the specific violation described in the written notice of violation.
- E. Upon issuing a permit or business license for an ADU, the City may record a notice in the office of the Morgan County Recorder. Upon recording a notice, the City shall deliver a copy of the notice to the property owner via First Class Mail. The notice shall include:
 1. A description of the primary dwelling;
 2. A statement that the primary dwelling contains an ADU; and
 3. A statement that the ADU may only be used in accordance with City ordinances.

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

SECTION 4. **Effective Date.** This Ordinance shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 12th day of December 2023.

STEVE GALE, Mayor

ATTEST:

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

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

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

Mayor Gale	_____	_____
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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.

WHEREAS, Morgan City (hereinafter "City") has elected to construct a waterline on State Street, including the installation of 1,120 feet of 8-inch PVC culinary waterline with 1-inch services and is located on State Street between 373 South and 593 South, Morgan, Utah, to be known as the State Street Waterline 2023 Project; and

WHEREAS, the City received nine (9) bids for the referenced project on November 17, 2023, with the results of the bids attached hereto for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated the responses and has found it to be in the best interest of the City and citizens of Morgan City to conditionally select Allied Underground Technology (hereinafter "Allied Underground") to complete the State Street Waterline 2023 Project.

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

1. Allied Underground is conditionally selected as the lowest responsive responsible bidder with whom the City Manager should conduct negotiations for the State Street Waterline 2023 Project.
2. The City Manager is directed to conduct negotiations for an agreement (hereinafter "Agreement") with Allied Underground for the State Street Waterline 2023 Project. The terms of the Agreement shall address the terms and conditions of the request for bids as well as the price contained in the proposal submitted by Allied Underground that are consistent with the intent of the request for bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the State Street Waterline 2023 Project.
3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Allied Underground has properly executed said Agreement, the Mayor is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Allied Underground shall constitute the offer of Allied Underground for the State Street Waterline 2023 Project, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the Mayor shall constitute the City's acceptance of the offer by Allied Underground and the formal award of the contract to Allied Underground for the State Street Waterline 2023 Project, pursuant to the terms and conditions of the Agreement or any previously signed Agreement consistent with this resolution.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 12th day of December, 2023.

ATTEST:

STEVE GALE, Mayor

DENISE WOODS, City Recorder

CITY COUNCIL VOTE AS RECORDED:

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

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

Mayor Gale	_____	_____
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BID TABULATION

Morgan City State Street Waterline 2023 Project
 Bid Opening: November 17 | 10:00 am

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE			1 - Allied Underground Technology			2 - Regency Excavation			3 - Leon Paulsen Construction			4 - 3XL Construction Inc.			5 - Paragon Construction Systems Inc.		
				Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
1	Mobilization	1	ls	\$ 40,000.00	\$ 40,000.00		\$ 34,480.00	\$ 34,480.00		\$ 15,500.00	\$ 15,500.00		\$ 23,000.00	\$ 23,000.00		\$ 13,360.00	\$ 13,360.00		\$ 9,541.00	\$ 9,541.00	
2	Traffic control	1	ls	\$ 20,000.00	\$ 20,000.00		\$ 15,950.00	\$ 15,950.00		\$ 14,300.00	\$ 14,300.00		\$ 20,000.00	\$ 20,000.00		\$ 3,700.00	\$ 3,700.00		\$ 33,501.00	\$ 33,501.00	
3	Soil Proctor / Compaction Testing	20	ea	\$ 700.00	\$ 14,000.00		\$ 185.00	\$ 3,700.00		\$ 375.00	\$ 7,500.00		\$ 200.00	\$ 4,000.00		\$ 295.00	\$ 5,900.00		\$ 280.00	\$ 5,600.00	
4	8" PVC C900 DR18 waterline	1,120	lf	\$ 96.00	\$ 107,520.00		\$ 67.46	\$ 75,555.20		\$ 66.00	\$ 73,920.00		\$ 85.00	\$ 95,200.00		\$ 143.30	\$ 160,496.00		\$ 128.00	\$ 143,360.00	
5	Connect new 8" main to existing main	1	ea	\$ 2,800.00	\$ 2,800.00		\$ 6,793.00	\$ 6,793.00		\$ 1,975.00	\$ 1,975.00		\$ 3,500.00	\$ 3,500.00		\$ 2,123.00	\$ 2,123.00		\$ 5,644.00	\$ 5,644.00	
6	Plug and block end of new 8" water main	1	ea	\$ 2,200.00	\$ 2,200.00		\$ 801.00	\$ 801.00		\$ 2,150.00	\$ 2,150.00		\$ 1,000.00	\$ 1,000.00		\$ 1,033.00	\$ 1,033.00		\$ 1,763.00	\$ 1,763.00	
7	Salvage existing meter box	2	ea	\$ 1,100.00	\$ 2,200.00		\$ 1,708.00	\$ 3,416.00		\$ 1,200.00	\$ 2,400.00		\$ 500.00	\$ 1,000.00		\$ 250.00	\$ 500.00		\$ 1,594.00	\$ 3,068.00	
8	1" corp. stop	6	ea	\$ 900.00	\$ 5,400.00		\$ 1,237.00	\$ 7,422.00		\$ 4,700.00	\$ 28,200.00		\$ 450.00	\$ 2,700.00		\$ 743.00	\$ 4,458.00		\$ 1,745.00	\$ 10,470.00	
9	1" water service lateral	340	lf	\$ 30.00	\$ 10,200.00		\$ 55.66	\$ 18,924.40		\$ 32.00	\$ 10,880.00		\$ 104.00	\$ 35,360.00		\$ 67.75	\$ 23,035.00		\$ 18.00	\$ 6,120.00	
10	New water meter box and setter	6	ea	\$ 2,100.00	\$ 12,600.00		\$ 1,052.00	\$ 6,312.00		\$ 2,250.00	\$ 13,500.00		\$ 1,750.00	\$ 10,500.00		\$ 1,668.00	\$ 10,008.00		\$ 2,686.00	\$ 16,116.00	
11	Fire Hydrant	2	ea	\$ 8,800.00	\$ 17,600.00		\$ 10,128.00	\$ 20,256.00		\$ 9,850.00	\$ 19,700.00		\$ 9,800.00	\$ 19,600.00		\$ 8,998.00	\$ 17,996.00		\$ 8,517.00	\$ 17,034.00	
12	Asphalt remove & replace	1,050	sf	\$ 10.00	\$ 10,500.00		\$ 14.53	\$ 15,256.50		\$ 21.00	\$ 22,050.00		\$ 14.00	\$ 14,700.00		\$ 13.33	\$ 13,996.50		\$ 9.00	\$ 9,450.00	
13	Roadway shoulder restoration	6,600	sf	\$ 2.50	\$ 16,500.00		\$ 2.40	\$ 15,840.00		\$ 2.75	\$ 18,150.00		\$ 3.25	\$ 21,450.00		\$ 0.30	\$ 1,980.00		\$ 3.00	\$ 19,800.00	
TOTAL (Items 1-13)					\$ 261,620.00			\$ 224,706.10			\$ 230,225.00			\$ 252,010.00			\$ 258,585.50			\$ 281,467.00	

Item	Description	Qty	Unit	6 - Wardell Brothers Construction, Inc.			7 - Skyview Excavation & Grading, Inc.			8 - Geneva Rock Products, Inc.			9 - PNL Construction Inc.		
				Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
1	Mobilization	1	ls	\$ 3,200.00	\$ 3,200.00		\$ 30,000.00	\$ 30,000.00		\$ 16,210.00	\$ 16,210.00		\$ 50,000.00	\$ 50,000.00	
2	Traffic control	1	ls	\$ 25,850.00	\$ 25,850.00		\$ 24,000.00	\$ 24,000.00		\$ 43,445.00	\$ 43,445.00		\$ 38,500.00	\$ 38,500.00	
3	Soil Proctor / Compaction Testing	20	ea	\$ 200.00	\$ 4,000.00		\$ 600.00	\$ 12,000.00		\$ 179.00	\$ 3,580.00		\$ 455.00	\$ 9,100.00	
4	8" PVC C900 DR18 waterline	1,120	lf	\$ 108.00	\$ 120,960.00		\$ 95.00	\$ 106,400.00		\$ 99.35	\$ 111,272.00		\$ 121.25	\$ 135,800.00	
5	Connect new 8" main to existing main	1	ea	\$ 5,900.00	\$ 5,900.00		\$ 2,000.00	\$ 2,000.00		\$ 6,140.00	\$ 6,140.00		\$ 3,500.00	\$ 3,500.00	
6	Plug and block end of new 8" water main	1	ea	\$ 815.00	\$ 815.00		\$ 2,000.00	\$ 2,000.00		\$ 1,665.00	\$ 1,665.00		\$ 1,500.00	\$ 1,500.00	
7	Salvage existing meter box	2	ea	\$ 2,050.00	\$ 4,100.00		\$ 1,000.00	\$ 2,000.00		\$ 2,045.00	\$ 4,090.00		\$ 350.00	\$ 700.00	
8	1" corp. stop	6	ea	\$ 350.00	\$ 2,100.00		\$ 800.00	\$ 4,800.00		\$ 480.00	\$ 2,880.00		\$ 975.08	\$ 5,850.00	
9	1" water service lateral	340	lf	\$ 143.00	\$ 48,620.00		\$ 75.00	\$ 25,500.00		\$ 88.20	\$ 29,988.00		\$ 29.25	\$ 9,945.00	
10	New water meter box and setter	6	ea	\$ 1,680.00	\$ 10,080.00		\$ 1,100.00	\$ 6,600.00		\$ 2,565.00	\$ 17,790.00		\$ 1,450.00	\$ 8,700.00	
11	Fire Hydrant	2	ea	\$ 9,770.00	\$ 19,540.00		\$ 8,100.00	\$ 16,200.00		\$ 12,430.00	\$ 24,860.00		\$ 13,500.00	\$ 27,000.00	
12	Asphalt remove & replace	1,050	sf	\$ 17.50	\$ 18,375.00		\$ 10.00	\$ 10,500.00		\$ 18.75	\$ 19,687.50		\$ 16.25	\$ 17,062.50	
13	Roadway shoulder restoration	6,600	sf	\$ 0.25	\$ 1,650.00		\$ 4.00	\$ 26,400.00		\$ 2.15	\$ 14,190.00		\$ 2.65	\$ 17,490.00	
TOTAL (Items 1-13)					\$ 265,190.00			\$ 268,400.00			\$ 295,797.50			\$ 325,147.50	



CONSULTING ENGINEERS

MEMORANDUM

TO: Morgan City Mayor and City Council

FROM: Matt Hartvigsen, P.E. *Matthew E. Hartvigsen*
Jones & Associates

RE: **RECOMMENDATION OF AWARD
STATE STREET WATERLINE PROJECT 2023**

Date: November 21, 2023

On November 17, 2023 at 10:00 am, bids were opened for the State Street Waterline Project 2023. Nine (9) bids were received. The results of the bidding are shown on the enclosed Bid Tabulation.

We have reviewed all bids and recommend that the Council award the Project to **Allied Underground Technology**, based upon their experience in doing similar work, their good references, and their low base bid of **\$224,706.10**. We feel that the bid prices were very competitive based on a comparison with similar projects in the area.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project to Allied Underground Technology in the amount of \$224,706.10. Please sign the Contract Agreements and the Notices of Award and return them to our office. We will deliver the documents to the Contractor for signature. In addition to the signed Notice of Award and Contract Agreement, the Contractor is also responsible to submit the following within 10 days:

1. Performance Bond
2. Payment Bond
3. Insurance Certificates

When these documents have been received, we will schedule a preconstruction conference. At this conference, we will issue a Notice to Proceed and discuss the construction details with the Contractor prior to beginning the work.

The Contractor has until April 30, 2024 to complete the Work. However, the project is within the UDOT right-of-way and the work schedule may change based on comments which are yet to be received from UDOT.

CMT TECHNICAL SERVICES

Thursday, November 30, 2023

Matt Hartvigsen

City of Morgan c/o Jones & Associates Consulting Engineers
6808 Fashion Point Drive
South Ogden UT 84403

Project : Commercial Street Roadway Investigation - 21394

Dear Matt Hartvigsen

CMT Technical Services (CMT) appreciates the opportunity to provide you with testing and inspections services on the Commercial Street Roadway Investigation project.

The requested services will be performed by CMT in accordance with Exhibit B attached and the list of services and fees provided on the Budget Summary attached. We reserve the right to modify this contract if our understanding of the project changes or if your needs change.

Respectfully submitted,



Shar Curtis
Project Manager

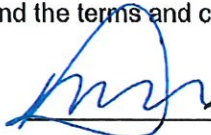
Prior to commencement of service, City of Morgan c/o Jones & Associates Consulting Engineers acknowledges and accepts the terms and conditions of this Proposal and the terms and condition of the attached Exhibit B-Terms & Conditions with CMT dated 11.30.2023



Company Representative

Ty Bailey City Manager

Print Name and Title



CMT Technical Services

Douglas Perkins, Corp Procurement Manager

Print Name and Title

Please return via email or fax the executed document to the attention of:

Doug Perkins
CMT Technical Services
2796 South Redwood Road
West Valley, Utah 84119
Phone: 801-908-5859 Fax: 801-972-9074
Email: doug.perkins@cmttechnicalservices.com



Commercial Street Roadway Investigation - 21394 Budget Summary

ASPHALTIC CONCRETE PAVING

Description	Qty	Rate	Units	Total
Coring Tech (Fld Tech 4-2)	0.00	\$80.00	RtHr	\$0.00
Reporting Fee	0.00	\$25.00	EA	\$0.00
Thickness and Density of cores	0.00	\$36.00	EA	\$0.00
Travel - Trip Fee	0.00	\$61.00	Trip	\$0.00
Subtotal for ASPHALTIC CONCRETE PAVING				\$0.00

PROJECT MANAGEMENT

Description	Qty	Rate	Units	Total
Project Manager 1	0.00	\$120.00	RtHr	\$0.00
Subtotal for PROJECT MANAGEMENT				\$0.00

Project Total for Commercial Street Roadway Investigation - 21394	\$0.00
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EXHIBIT A1 Scope Of Services

ASPHALTIC CONCRETE PAVING

Field Quality Control

- Inspection and testing will be performed under provisions of Section 01400;
- We will inspect and test base and paving, including but not limited to:
- Compaction and thickness of base according to project specification.
- Compaction of asphalt concrete tested with nuclear gauge in accordance with American Society for Testing and Materials (ASTM) D2950. Nuclear density gauge determination will be correlated with density of compacted specimens determined according to ASTM D1188;
- Temperature of asphalt concrete just prior to paving;
- Check thickness of surfacing by coring when directed by Owner's Representative.

PROJECT MANAGEMENT

Our estimated fee includes time for project management, which are critical elements for the successful delivery of quality assurance services on your project. As you might expect, this estimate includes time for the preparation, review and distribution of regular observation and testing reports (field and laboratory), as well as the preparation review, and production of a Final Quality Assurance Summary Letter required by the governing jurisdiction prior to issuing a Certificate of Occupancy. Our estimated fees also ensure our participation in project related meetings (preconstruction, pre-activity, or project progress meetings) as needed to address quality assurance inspection and testing related topics or questions. Additionally, we have included time for communication and interaction with your project delivery and design teams to proactively address quality related questions and concerns, as well as the resolution of non-compliant items. We have also allotted time for communication with jurisdictional authorities throughout the course of our project related services. Another service included in our fee estimate, is the regular interaction with your selected contractor and their subcontractors in the coordination and scheduling of quality assurance services.

As each project is unique, the exact amount of management and administrative time invested in each project is difficult to predict. However, we believe the included amount is sufficient to provide high-quality quality assurance services on this project. As this is a time-and-expense contract, you will only be invoiced for the actual time incurred on your project within the amount included in the fee estimate. If the anticipated amount is inadequate to complete our described scope of service, we will contact you for additional authorization, as well as an explanation of the expended charges.

EXHIBIT B Terms and Conditions

1. **Prosecution of Work.** It is contemplated by the parties that the Work specified in this Contract shall start on approximately November 21, 2023 and be completed by December 21, 2023. CMT shall not be responsible for any delays in performing the Work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond CMT's control, and to the extent reasonably possible, CMT shall complete the work at the next available opportunity. At its option, CMT may decline to perform any part of the Work which, through no fault of CMT, is to be completed beyond the estimated completion date. In the event CMT elects not to perform any further Work beyond the above specified date pursuant to the terms provided herein. CMT shall be paid for all Work performed and materials provided prior to the said date and shall otherwise be fully relieved of all its duties and responsibilities under the terms of this Contract.
2. **Work Hours.** CMT agrees to provide the Work identified herein. Dispatch hours are 8:00 a.m. to 5:00 p.m. Although CMT will try to accommodate all dispatch requests, we cannot guarantee that calls before 8:00 a.m. and after 4:00 p.m. will be received. If a day's Work is canceled for any reason, please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled Work. Cancellations received on the day of the Work, is subject to a 2-hour show-up fee.
3. **Agreed Pricing for Services.** Pricing for Work done under the attached Contract is agreed to be under CMT's Fee Schedule (attached and incorporated herein as Exhibit A) for the year the Contract was effective, which is incorporated herein by reference, unless otherwise specifically shown in the Contract. Overtime at 1.5 times on the labor portion only will be charged before 8:00 a.m. and after 4:00 p.m. and also on weekends and holidays. Client further acknowledges that billing minimums of 2 hours for field testing and 3 hours for special inspections may apply in actual billing. Time over the minimums will be rounded to the nearest whole number. Client agrees that it shall be Client's and/or Contractor's responsibility to provide CMT with a minimum of 24 hour notice but may require more advance notice depending upon seasonal demands to perform the Work hereunder.
4. **Standard of Work.** Further, CMT agrees to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied is otherwise made with respect to the Work.
5. **Payment.** Client agrees to pay all invoices within 30 days, or incur interest charges of 1.5% per month.
6. **Intended Use.** Work provided pursuant to this Contract is intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided without the express written consent of CMT. Client agrees that CMT has been engaged to provide technical professional services only, and that CMT does not owe a fiduciary responsibility to Client.
7. **Limitation of Liability.** This paragraph limits CMT's liability – **READ IT CAREFULLY.** Client understands and agrees that CMT's Work poses certain risks to both CMT and Client. Further, CMT's fees for the Work are based on and reflect Client's agreement to limit CMT's liability as described herein. Client specifically acknowledges and agrees that but for this promise to limit CMT's liability, CMT's fees should be significantly higher to accommodate CMT for such risks. Client acknowledges its right to discuss this provision with legal counsel and negotiate such with CMT. In reliance on the foregoing, Client specifically agrees that, to the fullest extent permitted by law, CMT's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including without limitation, attorneys' fees and costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Contract, from any cause or causes, including but not limited to CMT's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of CMT's fee, whichever is greater (the "Liability Limit").
8. **Indemnity.** To the fullest extent permitted by law, the Client will indemnify and hold harmless CMT together with its consultants, officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in any way related to, or resulting from their work, materials, or scope of responsibility on the Project by Client or any of its consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except to the extent that such damage, loss or expense is due to the fault or negligence of CMT.

CMT TECHNICAL SERVICES

To the fullest extent permitted by law, CMT will indemnify and hold harmless the Client together with its consultants, officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in any way related to, or resulting from their work, materials, or scope of responsibility on the Project by CMT or any of its consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except to the extent that such damage, loss or expense is due to the fault or negligence of the Client.

1. **Insurance.** Client shall purchase and maintain insurance that will protect CMT and Client from claims arising out of work being performed at the Project or by Client's operations under this Agreement, whether the operations are by Client, or any of Client's consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Client shall maintain coverage and limits of liability in the following amounts: (1) property and public liability insurance at a minimum level of \$2,000,000.00 property damage coverage with thirty-day cancellation notice and \$2,000,000.00 liability coverage, or the amount specified in the prime agreement, whichever is greater, and (2) appropriate Worker's Compensation insurance. Client will list CMT as additional insured under all property and liability insurances. Client will provide CMT evidence of such insurance prior to commencement of the Work contemplated by this Agreement. At any time during the course of this Agreement should any insurance policy lapse or be terminated, CMT must receive immediate notice of such termination and Client will fully protect Contractor against loss by reason of such lapses or termination.
2. **Samples.** Unless otherwise agreed by the parties in writing, the test specimens or samples will be disposed of immediately upon completion of testing.
3. **OSHA.** Client agrees to require Contractor to provide on-site First Aide services as required by OSHA.
4. **Final Inspection.** As a condition precedent to CMT Issuing the Project final inspection report, all fees incurred by Client must be paid in full.
5. **Termination.** CMT may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of CMT or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with CMT, for any of the following reasons:
 - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped.
 - An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
 - Because the Client has not issued a payment or certificate for payment and has not notified CMT of the reason for withholding payment or certification, or because the Client has not made payment within the time stated in the Contract Documents.
6. **Miscellaneous Provisions.**
 - **Duplicate Originals.** This Contract may be executed in duplicate originals, and facsimile signatures will be treated as originals.
 - **Complete Agreement.** With respect to the subject matter of this Contract, including the terms and conditions hereof, this Contract constitutes the entire understanding between the parties and may not be altered, modified or amended except by the mutual written agreement of the parties. Except as expressly provided in this Contract, all prior and contemporaneous agreements and understandings between the parties are superseded and rescinded.
 - **Severability.** The Contract provisions are severable, and should any provision be determined by a court of competent jurisdiction void, voidable, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect.
 - **Attorneys' Fees.** In the event that any party shall breach its obligations under this Contract, the prevailing party shall be entitled to recover all enforcement-related costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, adversary proceeding, insolvency proceeding, or arbitration proceeding).
 - **Assignment.** This Contract is not assignable, and any such assignment shall be deemed void, without the written consent of all parties hereto.
 - **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the successors, and assigns of the respective parties hereto.
 - **Jurisdiction/Venue.** The parties hereto agree that this Contract shall be construed in accordance with



the laws of the State of Utah, and that exclusive jurisdiction and venue shall be found in the Third Judicial District Court, State of Utah.

