

MORGAN CITY

Council Meeting

03-10-15

Work Session

6:00 p.m.

***NOTICE OF WORK MEETING
OF THE MORGAN CITY COUNCIL***

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a work meeting in open public session on Tuesday, March 10, 2015 at **6:00 p.m.**, in the Council Room of the City Office located at 90 West Young Street.

AGENDA

Items for Discussion

1. Ordinance #15-05 – electronic sign ordinance amendments
2. Resolution #15-06 – award bid for wastewater treatment master plan
3. Resolution #15-07 – Electrical Consultants, INC. – engineering services agreement
4. Commercial Street improvements
5. Set date and time for budget work session
6. Council department review
7. Financial statement review
8. Attorney Crane – council training

In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.

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.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

Morgan City invites any person, church or other civic organization to contact the Mayor, to be scheduled for presenting a thought, reading, opening remarks, or invocation in the opening ceremony portion of the public meeting. Written invitations will be made by the Mayor to those who wish to participate.

This meeting may be held electronically to allow a member to participate.

Posted on 03-04-15

1:00 p.m.

Julie A. Bloxham, Recorder

Work Session
02-10-15

MINUTES OF WORK SESSION MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR
SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, FEBRUARY 10, 2015 AT 6:00 P.M., IN THE
COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Shelly Betz, Mike Kendell and Fran Hopkin.

Excused: Council Member, Jeff Wardell.

City Staff: Gary Crane, Attorney; Stephanie Roos, Deputy Recorder.

Others present: Albert Wilde, Julie Anderson, and Cole Everitt.

This meeting was called to order by Mayor, Ray W. Little.

Items for Discussion

Chamber of Commerce
Request for Funds

Albert Wilde presented the request for funds. The cost for the City to join the Chamber Of Commerce and pay membership dues is \$1,500. They are asking for \$1,500 to support a co-op marketing program that would help advertise and market businesses which could bring significant impact on Morgan's tourism.

The program's goal is to increase tourism to Morgan and is a post-performance type grant; the applicant would need to meet specific criteria in order to qualify and there would be representatives from the Chamber, County, and City entities that make the decision to award the grant.

Shelly asked where the funding is coming from for this program - as the \$1500.00 from the City is not a big amount. There was discussion about the significance, impact, and benefits this program poses for Morgan. Albert went over the responsibilities (Chamber, City, County) and requirements/criteria that would need to be met by applicants in order to receive a grant.

Shelly stated the City and County are collectively working in putting together a special events application, she pointed out the application contains most of the info the Chamber is requesting.

Tony asked about the funding requested by the Chamber. Albert explained their request is for two items - the marketing program and membership dues. There was discussion on what businesses would pay versus a government entity to be a member of the Chamber, and what the program funding would entail.

The members asked specifics on the guidelines and processes that would be in place before for the grants would be awarded. Albert went over the Chambers criteria and expectations before monies are awarded. Shelly questioned why an applicant would have to be a chamber member

to be eligible for a grant. It was stated if the Chamber is going to provide the marketing benefit the applicant needs to be a member.

It was stated the City can re-evaluate on a year-to-year basis to receive a full report of how the program went the previous year in order to make a decision on continuing support with the Chamber.

Historic Committee Appointment

Mayor Little presented Lesa Gilgen's name for the committee and opened it up for discussion. This appointment would be to replace Roger Carrigan. Mike stated he has some concerns. Mayor Little touched on the qualifications for the appointment. Shelly stated this in an advisory committee only. Fran asked if Lesa had been asked and agreed to be on the committee or if any others had been asked for the committee.

Special Events

Forms/Application Review

Shelly briefly went over the forms/applications the City and County are looking to put into place. Attorney Crane covered the purpose of having the two forms for events. Fran asked about our current application process. Shelly stated there is not a good one in place currently and it is very rudimentary. Fran also addressed if the time frame would deter any events, it was discussed why this time frame should be in place with the application. The forms and points of contact would also ensure the proper jurisdiction is getting the revenue from the events.

Currently events are happening and the proper jurisdictions are not being notified. These forms and applications are a step in the right direction so there is coordination between jurisdictions and events are run properly and licensed correctly. Shayla Hurlbut, City Events Coordinator and Chief Deputy Edwards are diligently contacting events to inform them of these new application processes.

Attorney Crane discussed the City codes that would allow enforcement in the instance an event just shows up without proper application and licensure.

Resolution #15-05

Open Air Agreement

Shelly explained this is the agreement for the movies in the park. The City is planning on 4 events this summer. This is the same contract that has been done the past for the movies in the park.

Fran stated his concern about the cost and stated he had looked into other options, such as, the City purchasing their own equipment. Shelly stated they have discussed this avenue before but the concern is staff time for putting up and taking down the equipment. Mike made a suggestion this be added to the event coordinator position. There was discussion between the members on the City staff and/or council members running the equipment versus having a company come in and run the equipment.

Commercial Street Improvements

Mayor Little briefly discussed items such as water meters, lighting, and sidewalks – all items that are being looked at for improvements on Commercial Street.

Mayor Little opened this for discussion. Shelly stated she would like the Historical Committee to be involved, Fran agreed. The members had discussion on potential concepts/scenarios.

Attorney Crane suggested the owners of the businesses should be in this process so they are aware of improvements being considered. It was also suggested that a work session would be beneficial. Tony stated he would like to see RDA monies go towards this project. The members talked about sources for funding these improvement projects.

Council Department Review

This item was not discussed.

Financial Statement Review

This item was not discussed.

Attorney Crane
Council Training

This item was not discussed.

This meeting was adjourned at 7:13 PM

Stephanie Roos, Deputy Recorder

These minutes were approved at the _____ meeting.

**NOTICE OF MEETING TO BE HELD IN
PUBLIC AND CLOSED SESSION
OF THE MORGAN CITY COUNCIL**

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a meeting in public and closed session on Tuesday, March 10, 2015 at 7:00 p.m., in the Council Room in the City Office at 90 West Young Street.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, APPROVAL OF MINUTES AND WARRANTS:

3 sets of warrants
February 10, 2015 minutes

2. PRESENTATIONS:

Nick Nielsen – Eagle Scout project proposal

3. CONSENT ITEMS: (These items will be discussed and voted as one item)

4. PUBLIC HEARINGS

- a. Public Hearing – for the purpose of adoption of Ordinance #15-05, an ordinance amending Title 10, Chapter 10-16, Section 10-16-16 of the Morgan City Code; providing for electronic message signs on public property

Ordinance #15-05 – electronic sign amendment

5. NEW BUSINESS:

Resolution #15-06 – awarding bid for wastewater treatment master plan

Resolution #15-07 – Electrical Consultants, Inc. – engineering services agreement

6. UNFINISHED BUSINESS

7. SPECIAL REPORTS

8. CITIZEN COMMENTS:

9. ADJOURN

Notice is hereby given that:

- A work meeting will be held at 6:00 p.m., or at another time as posted to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- 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 meeting for any of the purposes identified in that chapter

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

This meeting may be held electronically to allow a member to participate.

Posted on 03-04-15

1:00 p.m.

Julie A. Bloxham, Recorder

Council Meeting
02-10-15

MINUTES OF MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, FEBRUARY 10, 2015 AT 7:00 P.M., IN THE COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Shelly Betz, and Mike Kendell.

Excused: Council Members, Jeff Wardell and Fran Hopkin.

City Staff: Gary Crane, Attorney; and Stephanie Roos, Deputy Recorder.

Others present: None.

This meeting was called to order by Mayor, Ray W. Little.

The opening ceremony was presented by Mike Kendell.

The pledge of allegiance was led by Tony London.

Minutes and Warrants

MOTION: Tony London moved to approve the minutes of the January 27, 2015 meetings and two sets of warrants.

SECOND: Shelly Betz. Vote: 3 ayes, Fran and Jeff not present.

Chamber of Commerce

Request for Funds

This request is for the City to join the Chamber Of Commerce and pay membership dues of \$1500.00 and \$1500.00 for a Co-op marketing program that would help businesses advertise and market which could bring significant impact on Morgan's tourism.

There was discussion on the origin for the request for funds from the Chamber of Commerce. Mayor Little stated he would like to re-evaluate this program next year to see how the program benefited Morgan. The members agreed this program is a good idea and worth a try.

MOTION: Tony London moved to fund \$1,500.00 for membership dues and \$1,500.00 for the Co-op Marketing Program; for a total of \$3,000.00 to the Chamber of Commerce. With the condition that at the end of the year the Chamber would provide a full report on the year and how events were funded, and what benefits came of the program.

SECOND: Mike Kendell Vote: 3 ayes, Fran and Jeff not present.

Historic Committee Appointment

It has been suggested to appoint Lesa Gilgen to replace Roger Carrigan on the Historic Committee. Shelly elaborated on what Lesa has done with Commercial Street businesses and her advocacy for the street. She strongly encouraged members to go visit with Lesa and recommends Lesa for this appointment.

MOTION: Shelly Betz moved to appoint Lesa Gilgen to the Historic Committee.

SECOND: Tony London. Vote: 3 ayes, Fran and Jeff not present.

Resolution #15-05
Open Air Agreement

This is the agreement with Open Air Entertainment that provides equipment for the movie nights at Riverside Park. Shelly commented that Shayla is also looking into re-negotiating the current contract or possibly looking at other companies for future events.

MOTION: Shelly Betz moved to adopt Resolution #15-05, a resolution approving an agreement with Open Air for the movies in Riverside Park.

SECOND: Tony London

ROLL CALL VOTE: Shelly Betz – aye
Mike Kendell – aye
Jeff Wardell – not present
Tony London – aye
Fran Hopkin – not present

Unfinished Business

Mayor Little brought up the Commercial Street Improvements and discussed what the steps should be taken to get this project moving forward. Members talked about who should be involved in the meetings and how the direction of the improvements should progress.

Tony asked about the new phone system.

Shelly stated the new website is looking good and is about ready to go.

This meeting was adjourned at 7:50 PM

Stephanie Roos, Deputy Recorder

These minutes were approved at the _____ meeting.

Home About Us FAQ's



SEARCH

call early 1-21-15 - Advocate the City to pay Shelly Bente 801-735 for 2 or 3 1638 systems placed in the City park & walk path behind cemeteries

Catalog

- Animal Health & Supplies
- Chemical Supplies
- Diagnostic Equipment
- Food & Nutrition
- Co-Location/Evacuation Solutions
- ACES Stainless Steel Caging
- Wire Cages
- Polyethylene Cages
- Fiberglass Caging
- Cage Accessories
- ACES Cat Townhouses
- Animal & Veterinary Scales
- Cremation Urns & Cadaver Bags
- Drug Safe
- ID Bands & Tags
- Comfort Beds & Mats
- Handling Equipment
- Grooming & Care Equipment
- Pet Waste Pick Up System**
- Bowls
- Feeding, Dosing Needles
- Litter Pans

Pet Waste Pick Up

DOG TIDY-PET WASTE PICKUP SYSTEM



The environmentally-friendly Dog Tidy feces collection system is the most widely-used collection bag system in the world - for good reason! The bags are super-strong and roomy and completely degrade in months not years. Each singlet-shaped bag has printed instructions, can be securely tied for cleanliness and odor control, and is the largest collection bag of its type. Bags come 200/roll with 10 rolls per carton (2,000) bags per carton.

The dispenser holds a roll of 200 bags and releases just one bag at a time. It is made from powdercoated extra-heavy aluminum for a lifetime of durability. The dispenser is designed for mounting to a broad range of post types and has a built-in tamper-proof lock to reduce vandalism. Full dispensing instructions are printed on the top. SPECIAL: ACES offers a start up kit of 1 dispenser and 1 carton of bags for \$99.50 delivered. Quantity discounts are available for

* This is the station recommended by Warren.

Products

Account Tools

Help Center

Enter Stock # or **SEARCH**



Home



Outdoor &
Grounds



Outdoor
Furniture &



Dog Park
Equipment



Mini Dog Waste
Station with



Mini Dog Waste Station with Handle- Tie Bag System -Black

Like 0

Add to List

Email Page

Sold by : **Zero
Waste USA**

Stock
No:T9FM1424304

Availability:

Usually ships same
day.

Price: **\$99.00**

QTY:

ADD TO CART

[see additional photos](#)

Product Information

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Product Q&A

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Write A Review

MINI DOG WASTE STATION with TIE-HANDLE BAG system Includes: Post, Sign, Tie Handle Bag Dispenser, 400 Tie Handle Bags, Hardware and Installation

ORDINANCE #15-05

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10-16, SECTION 10-16-16 OF THE MORGAN CITY CODE, PROVIDING FOR ELECTRONIC MESSAGE SIGNS ON PUBLIC PROPERTY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a request to consider the expansion of the use of electronic message signs; and

WHEREAS, these signs provide an opportunity to communicate messages beyond their commercial application, however, they may also create an impact on residential uses and may interfere with traffic safety; and

WHEREAS, the City is confident that these competing interests can be balanced by allowing these signs in conjunction with public uses and operations, while taking into consideration the surrounding uses of the proposed locations; and

WHEREAS, the City desires to permit this use as another opportunity to effectively communicate with the community.

NOW, THEREFORE, be it ordained by the Morgan City Council:

SECTION I: REPEALER. If any provisions of the Morgan City Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: ENACTMENT. Title 10, Chapter 10-16, Section 10-16-16 of the Morgan City Code is hereby amended to read as follows:

10-16-16: ELECTRONIC MESSAGE SIGNS:  

Electronic message signs shall be allowed in C-G, C-C, C-H and M-D zones only. These signs may also be located on public property in conjunction with a public use, such as public schools, recreations facilities, and government centers and operations. Said signs may be attached or detached signs. The square footage of these signs shall be counted into the maximum sign area described in sections [10-16-14](#) and [10-16-15](#) of this chapter. Said signs must be located a minimum of ten feet (10') above ground level. The placement and operation of these signs shall be dictated by the general location and done so to avoid conflicts, such as with traffic safety, negative impacts on residential properties, etc.

SECTION III: 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 IV: EFFECTIVE DATE. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the most remote from the date of passage thereof.

Adopted this 10th day of March 2015.

Ray W. Little, Mayor

ATTEST:

Julie A. Bloxham, Recorder

CITY SEAL:

NOTICE
PUBLIC HEARING

The Morgan City Council will hold a public hearing regarding amending the Electronic Message Sign Ordinance, Section 10-16-16 of the Morgan City Code. The meeting will be held on Tuesday March 10th, 2015 at 7:00 p.m. In the Council Room at the Morgan City Offices located at 90 W. Young Street.

Published in the Morgan County News on February 20th, 2015

**MORGAN CITY
PLANNING COMMISSION
STAFF REPORT**



DATE: February 17, 2015 Planning Commission Meeting

SUBJECT: Ordinance Amendment
Section 10-16-16; Electronic Message Signs

BACKGROUND:

Currently the City's Code restricts electronic message signs to the commercial and manufacturing zoning districts within the City. The City recently received a request to evaluate the appropriateness of these signs in a public school setting. In reviewing that request, Staff has reviewed other jurisdictions as well as the proposal by the School District. It is not uncommon to see these electronic message signs on public properties that are associated with a public and community use. They provide pertinent and current information regarding the events at the location as well as providing other noncommercial information relevant to public.

The concerns are the location and operation of these signs. Often these uses are on busy thoroughfares or are within residential uses. Based on those concerns, the location and operation of these signs is an important issue that can be addressed at each application. For example, the brightness of the sign can be adjusted so that traffic safety is not compromised, and the signs can have set hours of operation to avoid the lighting impact on a neighborhood at night.

RECOMMENDATION:

If the Planning Commission is satisfied that the potential impacts can be effectively mitigated, staff recommends that the ordinance be amended as proposed and that the Commission forwards the ordinance to the Council with a recommendation that it be adopted. As always, the Commission may make any modifications it deems appropriate and forward the proposal to the Council with a recommendation; or may remand to staff with directions.

Proposal

AD CRAFT SIGNS INC.
2808 Industrial Drive OGDEN, UTAH 84401
(801) 621-6840 • FAX (801) 621-6841



Proposal Submitted To Morgan High School / D'Lynn	Phone	Date 1-16-2015
Street	Job Name Morgan High School	
City, State and Zip Code	Job Location	

We hereby submit specifications and estimates for:

Option #5

Manufacture (1) 3' X 7'-10" double face illuminated logo sign and Supply (1) 4'-10" X 7'-10" RGB (Color) Message Center. Install on customers supplied footing and pole.

\$ 27,355.00

Supply and Install pole and footing for above signage, if needed. Customer to supply excavation.

\$ 2,295.00

Prices do not include Sales Tax, Engineering or Permit fees, if applicable.

TERMS AND CONDITIONS

- Ad Craft Signs, proposes hereby to furnish material and labor complete in accordance with above specifications, for the sum of: _____ Dollars (\$ _____)
- Payment for the above-described services shall be made as follows: 50% Down payment with balance due upon Completion.
- Customer agrees that if any balances remain unpaid after the expiration of 30 days from the date appearing on the invoice, a late payment charge of 2% per month, or the maximum late payment charge allowed by law if different, will be assessed against the remaining balance, together with costs and expenses incidental to collection of the unpaid overdue balance, including reasonable attorneys fees, whether court action be necessitated or not.
- Any sums quoted hereon do not include facilitating and accessing of power supply to the sign location.
- Customer hereby agrees that until full payment is received in accordance with the terms hereof, this instrument shall operate as a security agreement with regard to the property described herein, and further, Ad Craft Signs Inc. hereby retains the right to come upon customers property for the purpose of removing any signs or sign products supplied by Ad Craft Signs herein.
- This agreement shall only be legally binding upon the signature of a bona fide executive officer of Ad Craft Signs, Inc.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

AUTHORIZATION: AD CRAFT SIGNS, INC.

ACCEPTANCE OF AGREEMENT

Salesperson: _____
Officer: Deanna Egert
Date: 1-16-15

By: _____
By: _____
Date: _____

DAKTRONICS QUOTE # 534593-6-0

AD CRAFT SIGNS
 Dianna Egbert
 2808 Industrial Dr
 Ogden, UT USA 84401
 Phone: (801)621-3210
 Fax:
 Email: adcraftsigns@gmail.com

16/Jan/2015
 Quote valid for: 90 days
 Terms: 50% W/ORDER, 50% PBS
 Subject to Credit Review
 FOB: DAKTRONICS
 Anticipated mfg time: 5-7 weeks

Reference: Morgan High School

Ship date shall be established at time of order acceptance

Model	Description	Qty	Price
AF-3550-64x112-20-RGB-2V	Galaxy® 20mm RGB Outdoor LED Matrix Display 3550 Series; Standard Cabinet Separation Up To 18ft	1	
	<p><i>Line Spacing:</i> 20mm <i>Matrix:</i> 64 lines by 112 columns <i>LED Color:</i> RGB- 68 Billion Colors <i>Display Configuration:</i> 2V - two one sided displays - same content <i>Cabinet Design:</i> Single Section per face <i>Paint:</i> Semi-Black All Around <i>Active Area:</i> 4' 1" H X 7' 3" W (Approx. Dimensions) <i>Cabinet Dimensions:</i> 4' 10" H X 7' 10" W X 0' 8" D (Approx. Dimensions) <i>Max Power:</i> 1140 watts/display</p> <p><i>Ventilation:</i> Front <i>Service Access:</i> Front Only <i>Signal Connections:</i> Quick Connects External to Display <i>Frames per Second:</i> 30 <i>Dimming:</i> Automatic, Scheduled, or Manual <i>Readable Viewing Angle:</i> 160 degrees horizontal x 90 degrees vertical <i>Optimal Viewing Angle:</i> 140 degrees Horizontal x 70 degrees Vertical <i>Weight:</i> Unpackaged 310 lbs per display; Packaged 450 lbs per display <i>Compliance Info:</i> UL,cUL,CE,UL-Energy Verified,FCC</p>		
Galaxy® AF-35XX Outdoor Wireless Ethernet Bridge Communication Kit	Communication Method: Wireless Ethernet Bridge Radio Set Includes: 1 Server (Sending) and 1 Client (Receiving). *Wireless communication devices may be affected by site specific conditions. Daktronics makes no guarantees that the communication device is suitable for every location.	1	
Galaxy®/GalaxyPro® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1	
Venus® 1500 v4 Software	Venus® 1500 v4 License Code Compatible with Windows® XP, Windows® Vista™, Windows® 7 or Windows® 8	2	
FREIGHT	Shipping to UT	1	
Services			
G5G5 - Product Assurance	Five (5) Year Product Assurance	1	
Venus® 1500 v4 Software Training - Web Seminar	Interactive web-based Venus® 1500 v4 training in a Daktronics hosted classroom environment (English only. To discuss other arrangements, please contact us at: softwaretraining@daktronics.com)	1	

Options

**** Service Options**

PLEASE SELECT ONE OF THE FOLLOWING TWO SERVICE PROVIDER OPTIONS: -

DAKTRONICS PROVIDES MAINTENANCE SERVICE - Purchaser delegates Daktronics to support end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.

PURCHASER PROVIDES MAINTENANCE SERVICE - Purchaser will execute end user's display maintenance. Services include providing phone technical support, parts ordering, onsite labor and preventative maintenance.

Installation Assurance Plus - Advanced onsite support of equipment installation. Adds 90 days onsite labor service to the Product Assurance and includes one web seminar for product user

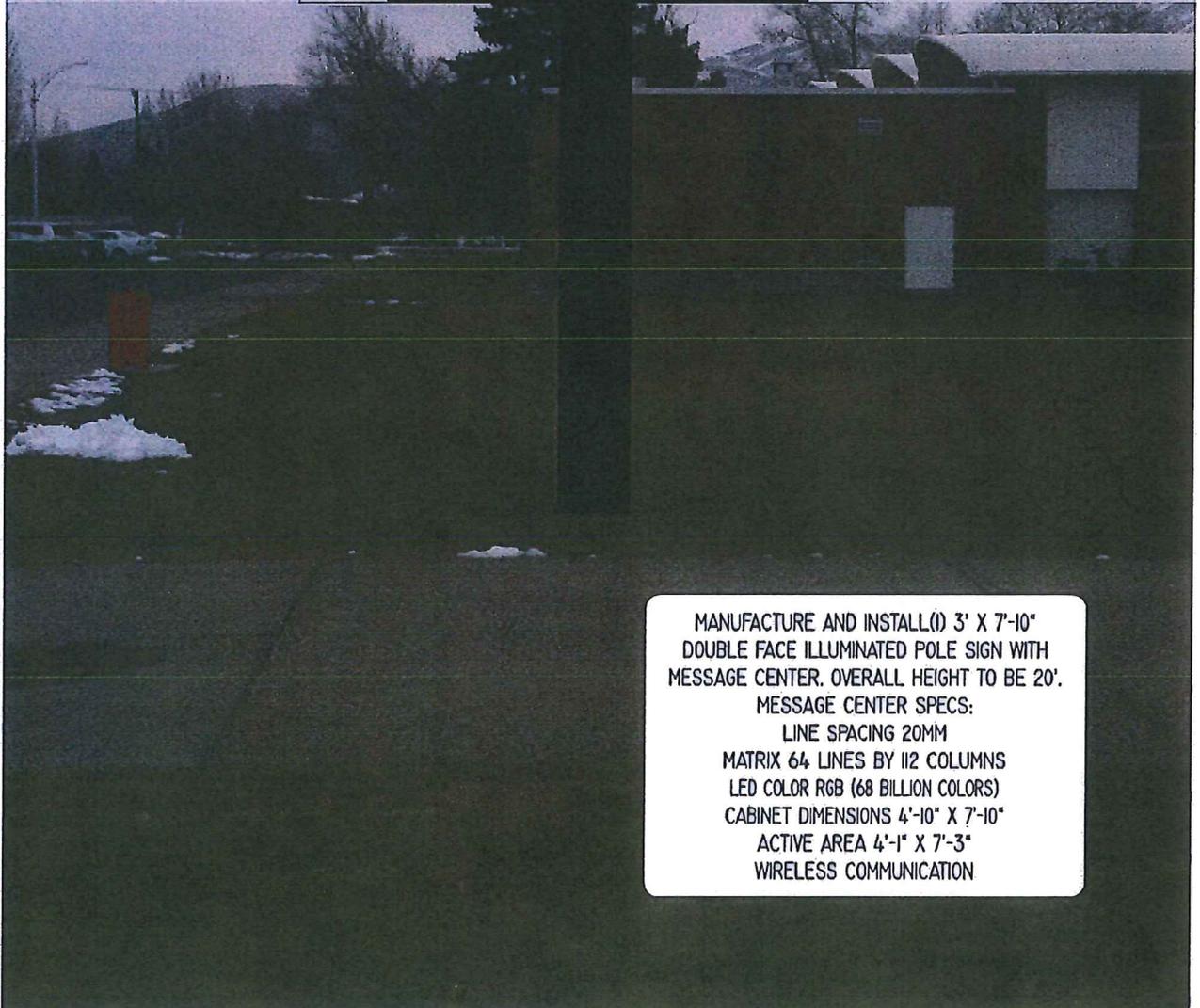
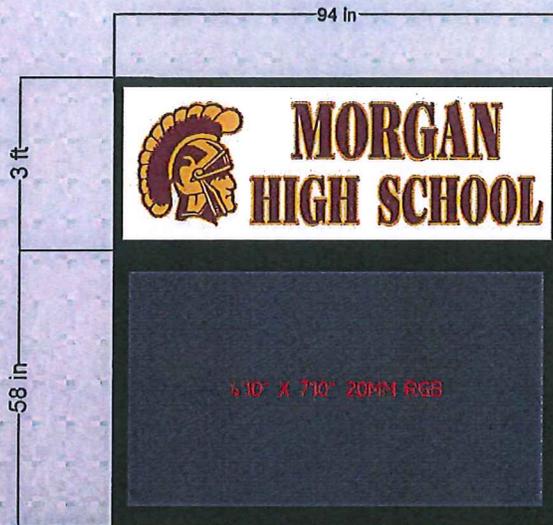
USD 1,500.00

P1G5-Platinum Service (9 month extension) - Extend Platinum to 12 months of Daktronics onsite labor for commercial display(s). Includes 45' lift, normal business hours labor and requires purchase of an installation service.

USD 900.00

EXISTING

PROPOSED



MANUFACTURE AND INSTALL (1) 3' X 7'-10"
 DOUBLE FACE ILLUMINATED POLE SIGN WITH
 MESSAGE CENTER. OVERALL HEIGHT TO BE 20'.
 MESSAGE CENTER SPECS:
 LINE SPACING 20MM
 MATRIX 64 LINES BY 112 COLUMNS
 LED COLOR RGB (68 BILLION COLORS)
 CABINET DIMENSIONS 4'-10" X 7'-10"
 ACTIVE AREA 4'-1" X 7'-3"
 WIRELESS COMMUNICATION

MORGAN HIGH SCHOOL

OPTION #5

2808 INDUSTRIAL DR.
OGDEN, UT. 84401



PH: (801)621-6840
FAX: (801)621-6841

THIS DRAWING IS PROVIDED TO YOU BY AD CRAFT SIGNS, INC. AS AN AIDE TO YOUR SIGNAGE PROJECT. USE OF THIS DRAWING WITHOUT APPROVAL IS PROHIBITED

MORGAN CITY
RESOLUTION #15-07

**A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT BETWEEN
MORGAN CITY AND ELECTRICAL CONSULTANTS, INC. FOR
PROFESSIONAL ELECTRICAL ENGINEERING SERVICES**

WHEREAS, the City Council of Morgan City has chosen to receive electrical engineering services from Electrical Consultants, Inc.; and

WHEREAS, both Morgan City and Electrical Consultants, Inc. desire to enter into an agreement for consulting services for professional electrical engineering services; and

WHEREAS, the attached consulting agreement contains the terms and conditions of the services to be rendered and the compensation to be paid for those services; and

WHEREAS, it is expressly determined to be in the best interest of the citizens of Morgan City, to enter into this engineering agreement.

NOW THEREFORE, be it resolved by the City Council of Morgan City, as follows:

1. That the consulting agreement between Morgan City and Electrical Consultants, Inc. be adopted and approved.
2. That the Mayor be authorized to execute the agreement, which is attached hereto and incorporated herein by this reference.

DATED this 10th day of March 2015.

RAY W. LITTLE, MAYOR

ATTEST:

Julie A. Bloxham, Recorder

CITY SEAL:

AGREEMENT

for

PROFESSIONAL ENGINEERING SERVICES

between

MORGAN CITY CORPORATION
Morgan, UT

and

ELECTRICAL CONSULTANTS, INC.
Billings, MT

THIS AGREEMENT made as of February 2, 2015 by and between MORGAN CITY CORPORATION. (hereinafter called MORGAN CITY) and Electrical Consultants, Inc., a Montana Corporation specializing in consulting engineering services (hereinafter called ENGINEER).

MORGAN CITY from time to time requires professional engineering, surveying, right-of-way and environmental planning services in connection with the construction, operation and maintenance of MORGAN CITY's electrical facilities. Therefore, MORGAN CITY and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as MORGAN CITY's professional electrical engineering consultant in those assignments to which this Agreement applies, and shall provide technical services, consultation and advice to MORGAN CITY during the performance of those services.

If authorized by MORGAN CITY and agreed to by the ENGINEER, ENGINEER shall furnish or obtain from others additional services required by MORGAN CITY.

AUTHORIZATION OF SERVICES

Services on any assignment shall be undertaken only upon authorization of MORGAN CITY and agreed to by ENGINEER. Authorization will be numbered consecutively and will include a description of each project for which services are to be provided (hereafter called the "Project"), the scope of services to be provided by the ENGINEER, compensation information to be provided by the ENGINEER and agreed upon by an Authorized Representative of the MORGAN CITY and the ENGINEER.

RESPONSIBILITIES OF MORGAN CITY

Within a reasonable time, MORGAN CITY shall:

1. Provide full information as to its requirements for the Project.
2. Assist ENGINEER by placing at his disposal all available information pertinent to the assignment including previous reports and any other data relative hereto.
3. Cooperate with ENGINEER to provide services or data such as existing facility drawings, exiting system documentation and other special data at MORGAN CITY's disposal.
4. Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
5. Designate in writing an Authorized Representative to act as MORGAN CITY's representative with respect to services to be performed under each Authorization. Such person shall have authority to transmit instructions, receive information, interpret and define MORGAN CITY's policies and decisions with respect to materials, equipment, elements and systems used in the Project, and other matters pertinent to the services covered by this Agreement. Requests by Morgan City's Authorized Representative and acceptance by the Engineer shall be in writing.
6. Give written notice to ENGINEER whenever MORGAN CITY observes or otherwise becomes aware of any defect in the Project or requires any change in the schedule.
7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, in addition to such approvals and consents from others as may be necessary for completion of the Project.

PERIOD OF SERVICE

1. This Agreement will become effective upon execution by both parties and shall remain in effect for five (5) years from the date of execution unless sooner terminated by MORGAN CITY as provided herein.
2. This Agreement shall be applicable to all assignments authorized by MORGAN CITY and accepted by ENGINEER.

COMPENSATION

1. For services authorized by Morgan City's Authorized Representative, MORGAN CITY shall compensate the ENGINEER according to the monthly statement of hours and costs for the identified task.

Estimated fees for each task or assignment authorized under this Agreement shall be included in each Authorization. Each Authorization shall also provide the basis for these estimated fees, such as hourly services, hourly but not to exceed a specified fee limit, firm fixed fee, or as otherwise agreed to by MORGAN CITY and ENGINEER.

2. Amount of payment for services authorized and performed:

MORGAN CITY shall pay the ENGINEER according to the following procedures:

- a. For time expended by personnel, payment at the hourly rate indicated in the attached "Schedule of Hourly Labor Billing Rates". When so stipulated in the Authorization, these fees shall not exceed the maximum estimate for the Project without prior written approval of MORGAN CITY. Such rates include overhead and profit.

The "Schedule of Hourly Labor Billing Rates" may be revised periodically to incorporate additions to professional staff, as well as once annually to reflect cost of living and merit increases.

- b. For expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services and incidental expenses, the actual cost to ENGINEER. Where automobile rental, gas and usage are reimbursed on a mileage basis, the amount shall be the allowable IRS mileage rate plus two cents per mile.
- c. For reproduction, printing, long distance telephone calls, vehicles, testing apparatus, computer and computer aided design and drafting

(CADD) services, amounts as determined from ENGINEER's schedule of rates in effect at the time service is provided.

- d. For services rendered by other design professional firms as specifically identified as subcontractor(s) to ENGINEER to provide surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing or field quality control tests required by or requested by MORGAN CITY, the cost to ENGINEER plus 10 percent.
 - e. For expenses incurred by ENGINEER in providing resident field services such as vehicle lease or rental, telephone services, miscellaneous resident office expenses, commercial services, per diem allowance, mileage allowance for personnel assigned in the field, MORGAN CITY authorized travel and subsistence expenses of personnel temporarily assigned from ENGINEER's offices to assist the resident representative, and other such items incidental to operating these field offices, the actual cost to ENGINEER.
3. Statement: Monthly statements shall be submitted by the ENGINEER to MORGAN CITY for payment covering services performed and expenses incurred during the preceding month. Statements will set forth the hours expended and classification for each person on the Project, total hours expended for each classification, the total labor billing, and a summary of expenses and charges. Documentation of reimbursable expenses will be provided if requested by MORGAN CITY.
 4. Payments: Statements are payable within thirty (30) days. A late payment charge of 1 percent per month will be added to all amounts not paid within 45 days of the statement date. In the event a portion of ENGINEER's statement is disputed by MORGAN CITY, the undisputed portion shall be paid by MORGAN CITY by the due date. MORGAN CITY shall advise the ENGINEER in writing of the disputed portion of any statement.

GENERAL CONSIDERATION

1. Termination: The obligation to provide further services under this Agreement may be terminated by MORGAN CITY upon thirty days' written notice.
2. Opinions of Cost: Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot

and does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

3. Reuse of Documents: All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project. MORGAN CITY or others who may have an ownership interest in documents (hereinafter designated the OWNERS) may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNERS and others; however, such documents are not intended or represented to be suitable for reuse by OWNERS or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. ENGINEER shall provide OWNER with one complete set of stabilized, reproducible, record drawings and CADD files.
4. Insurance: ENGINEER shall procure and maintain Commercial General Liability insurance of \$2,000,000 aggregate limit. ENGINEER shall also comply with the Workers' Compensation Act for each State of Jurisdiction. The ENGINEER will provide proof of insurance to MORGAN CITY.
5. Controlling Law: This Agreement is to be governed by the laws of the State of Utah.
6. Rights and Benefits: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than MORGAN CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of MORGAN CITY and ENGINEER and not for the benefit of any other party.
7. The following Exhibits are attached to and made a part of this Agreement:
 - a. Exhibit A "Electrical Consultants, Inc., Billing Rates"
 - b. Authorizations, Sequentially Numbered by Assignment.
8. Entire Agreement: This Agreement together with the Exhibits identified above constitutes the entire agreement between MORGAN CITY and ENGINEER and supersedes all prior written or oral understandings. This

Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

MORGAN CITY CORPORATION

By: _____

Ray Little

Title: Mayor

Date: _____

ATTEST:

MORGAN CITY CORPORATION

ELECTRICAL CONSULTANTS, INC.

By: _____

Bruce LaMeres

Title: Chief Operating Officer

Date: _____

ATTEST:

ELECTRICAL CONSULTANTS, INC.

**2015 RATE SCHEDULE****(Rates are valid for the period of January 1 through December 31, 2015)**

<u>Category/Position</u>	<u>Hourly Rate</u>
Engineering / Management	
Principal	\$136
Director/PhD	\$185
Senior Project Manager	\$135
Project Manager II	\$124
Project Manager I	\$114
Senior Engineer II	\$122
Senior Engineer I	\$106
Senior Project Supervisor	\$105
Project Supervisor	\$91
Project Engineer II	\$108
Project Engineer I	\$91
Associate Engineer II	\$96
Associate Engineer I	\$87
Design Engineer III	\$86
Design Engineer II	\$84
Design Engineer I	\$81
Designer III	\$87
Designer II	\$77
Designer I	\$65
Program Management / Support Staff	
Project Controls Coordinator	\$120
Project Controls Specialist III	\$112
Project Controls Specialist II	\$73
Project Controls Specialist I	\$61
Drafter / Designer	\$63
Drafter II	\$59
Drafter I	\$55
Administrative – Executive	\$90
Administrative Assistant	\$45
Survey / Real Estate	
Senior Surveyor	\$103
Surveyor II	\$83
Surveyor I	\$68
Survey Technician II	\$56

Survey Technician I	\$50
Senior Real Estate Specialist.....	\$97
Real Estate Specialist II	\$85
Real Estate Specialist I.....	\$61

Construction / Field Testing

Senior P&C Technician.....	\$115
P&C Technician	\$100
Construction Project Manager.....	\$118
Technician III/Inspector III	\$93
Technician II/Inspector II.....	\$87
Technician I/Inspector I	\$62
Safety Specialist.....	\$89
Security Specialist.....	\$54

