

MORGAN CITY

Council Meeting

10-08-19

Work Session

6:00 p.m.

AMENDED AGENDA

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, October 8, 2019, at 6:00 p.m.**, in the Council Room of the City Office located at 90 West Young Street, Morgan, Utah.

AGENDA

ITEMS FOR DISCUSSION:

- A. Resolution 19-33 – Master Service Agreement Between Hunt Electric Inc. and Morgan City Corporation
- B. Resolution 19-34 – Planning Commission Appointments
- C. Quail Hollow Phase 2 Subdivision – Final Approval Extension
- D. Administrative Update
 - Power Department
 - UTOPIA
 - City Vehicle Auction
 - Como Springs – Will Serve Letter
 - Service Agreement
 - Website Redesign

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 Denise Woods, City Recorder, at (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 this 2nd day of October, 2019

/s/ Denise Woods, City Recorder

AMENDED AGENDA

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, October 8, 2019, at 7:00 p.m.**, in the Council Room at the City Office at 90 West Young Street, Morgan, Utah.

AGENDA ITEMS:

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

- A. Minutes of the Morgan City Council Work Meeting – September 10, 2019
- B. Minutes of the Morgan City Council Meeting – September 10, 2019
- C. Warrants

2. CITIZEN COMMENTS: (Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item.)

3. Resolution 19-33 – Master Service Agreement Between Hunt Electric Inc. and Morgan City Corporation

4. Resolution 19-34 – Planning Commission Appointments

5. Quail Hollow Phase 2 Subdivision – Final Approval Extension

6. CITY REPORTS AND BUSINESS:

- A. City Manager
- B. Mayor and Council

7. 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 Denise Woods, City Recorder, at (801) 829-3461 at least 24 hours before the meeting. This meeting may be held electronically to allow a member to participate.

Posted this 2nd day of October, 2019

/s/ Denise Woods, City Recorder

**MINUTES OF MORGAN CITY
COUNCIL WORK MEETING**

SEPTEMBER 10, 2019; 6:02 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**Mayor Ray W. Little, Tony London, Jeff Wardell,
Mike Kendell, Eric Turner, and Jeffery Richins**

STAFF PRESENT:

**Ty Bailey, City Manager; Jamie Grandpre,
Water/Wastewater Senior Operator; and Denise
Woods**

EXCUSED:

Gary Crane, City Attorney

OTHERS PRESENT:

**Boyd Carrigan, Linda Smith and Cherril Grosse,
Historical Society**

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah.

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

ITEMS FOR DISCUSSION

REQUEST FOR WATER AND ADDITIONAL SEWER SERVICE TO COMO SPRINGS – JAMIE GRANDPRE

Jamie Grandpre, Water/Wastewater Senior Operator, stated Grant Mackay, owner of Como Springs, approached the City and requested culinary water and additional sewer service into the resort. Como Springs was located in the County, which required City Council approval to extend water service. He stated currently Como Springs had 40 RV sites. In the future, the resort would be expanded to 70 RV sites, 25 cabins with bathroom facilities, 10 cabins without bathroom facilities, 45 tent sites, 6 portable bathroom/shower units, and a 70-seat restaurant. He stated they had water rights, but a water rights attorney would review them. They would be required to transfer those water rights to Morgan City if the City extended water service to the resort. He referred to the preliminary drawing in the packet of the resort. He stated it would add to the City's system; looping the system from 100 South back to Commercial Street by the Fairgrounds and back out to the frontage road by the Fairgrounds, which was a public street. The City would require an agreement with the developer/property owner outlining the maintenance of the system.

Councilmember London asked if 4-acre feet of water covered the 28.8 ERUs.

Jamie referred to the table in the staff memo which calculated the ERUs for the RV sites, cabins, bathroom/shower units, and restaurant, which calculated to 3.95-acre feet. It was difficult to determine the occupancy rate. He estimated the City would need 4 to 6-acre feet of water to service the resort. The developer would be responsible for the installation of all the infrastructure. He mentioned by looping the system it would help with the fire flow with the new fire hydrants installed in the development but also the existing ones on the dead ends on both Commercial Street and 100 South. If the City didn't approve providing culinary water the resort could drill wells. He mentioned the possible impact to the water table and existing City wells and the source protection zone which went through the end of town. He stated the resort couldn't use their current wells because they had collapsed.

Mayor asked whether they would use culinary or secondary water for watering the landscaped areas.

Jamie said they had an open box which they could pump water out of to use for outside watering, but it couldn't be used for culinary use.

Jamie explained the City currently provided sewer service to Como Springs. The original RV Park, old skating rink and hotel were tied into the sewer. Some of the current system needed to be improved. The City would determine what needed to be improved to meet City standards. He stated the developer was asking for sewer service to be extended to the additional sites, cabins, etc. He stated there was plenty of fall for the sewer and would drop into a manhole on 100 South.

Mayor clarified the plan would be improving the current sewer line and extending the line to the east.

Jamie stated Grant Mackay would be applying for a new Conditional Use Permit (CUP) from the County. He said even if the City approved to provide the Will Serve Letter the developer needed to get a CUP and approval from the County. He stated it would be an RV Park not a trailer park.

Mayor stated the Council could give approval but suggested a contract outlining the City's requirements needed to be signed by both parties.

Ty Bailey, City Manager, stated the letter only stated the City was willing to provide water and sewer services to Como Springs.

Councilmember Kendell suggested the motion state if the City was willing to provide service it was contingent upon an agreement being signed by both parties.

Discussion regarding the revenue to be generated. The services would be calculated at the County rate and impact fees assessed on both water and sewer. Once the City gave approval to provide services, research would be done to secure the necessary water rights.

Mayor said Gary Crane, City Attorney, mentioned it would be the developer's responsibility to research the water rights and complete the transfers with the State.

Ty stated several suggestions from Gary to be included in the agreement:

- Don't use City water for secondary – Culinary only;
- Develop their own secondary;
- Letter from State Engineer regarding water rights;
- City could require they maintain it as a private system, but it would be built to City standards; and
- If property was ever annexed into the City the developer was required to bring everything to current City standards at that time.

Mayor suggested when the improvements were installed, they needed to be at current City standards and completed by a licensed and bonded contractor. He stated if additional power improvements were required, they also would be done to City standards.

Ty stated an issue for the City was not being informed of the work being done and the permits being issued by the County. The City needed to have an agreement in place for the services to be provided, but also monitor the progress of the development.

Discussion regarding the frontage road being converted to a two-lane road. UDOT had been approached in the past, but another request could be made.

ADMINISTRATIVE UPDATE

Safe Routes to School Grant – 100 North Sidewalk – Fiscal Year 2022

Item not discussed.

Sewer Lagoon Update

Item not discussed.

Power Department – Optional Power Source

Item not discussed.

Ty had invited Linda Smith and Cherril Grosse from the Historical Society to discuss the caboose sitting by the Co-op building.

Linda Smith informed the Council she had been notified the caboose sitting by the Co-op building was going to be scrapped. She asked if the Council would be interested in getting the caboose donated to the City. She pointed out Morgan City was a railroad community and felt it would be a great asset. She contacted Nathan Anderson, Public Relations, and asked if the caboose could be donated to the City. She stated the caboose needed to be moved since it was on a siting the railroad used. She mentioned several sites where it could be relocated. She stated she had contacted Durbano Metals and they would move the caboose at a cost of approximately \$8,000.00. She mentioned putting rock as a base under caboose, getting used ties and some railing from the railroad. This work would cost approximately \$6,000.00. She suggested using the caboose as a tourist building, with historic pictures of Morgan and pictures of local businesses. Also, brochures from around the area for activities and local businesses could be available. She stated it would be low maintenance.

Cherril Grosse said the Historical Society wanted to get the street to the point where there could be a billboard encouraging people to visit Morgan City's Historic Main Street. She stated people looked specifically for historic districts when traveling. The early settlers of Morgan were a major part of building the railroad.

Discussion regarding the current condition of the caboose. If the caboose was placed on railroad property an agreement needed to be entered into. Suggestion made to place caboose on east side of Depot building. Council expressed support and the decision was made to schedule a time for a walk-through of the caboose before making a final decision.

This meeting was adjourned at 7:05 p.m.

Denise Woods, City Recorder

These minutes were approved at the October 8, 2019 meeting.

**MINUTES OF MORGAN CITY
COUNCIL MEETING**

SEPTEMBER 10, 2019; 7:09 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**Mayor Ray W. Little, Tony London, Jeff Wardell,
Mike Kendell, Eric Turner, and Jeffery Richins**

STAFF PRESENT:

**Ty Bailey, City Manager; Jamie Grandpre,
Water/Wastewater Senior Operator; and Denise
Woods**

EXCUSED:

Gary Crane, City Attorney

OTHERS PRESENT:

**Boyd Carrigan, Grant Mackay, Mike Durtschi,
Gardner Engineering, Charles Cole, Gina Grandpre**

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah.

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

The pledge of allegiance was led by Councilmember Wardell.

The opening ceremony was presented by Councilmember London.

MINUTES AND WARRANTS

MOTION: Councilmember London moved to approve the following:

Minutes of the Morgan City Council Work Meeting – July 23, 2019;
Minutes of the Morgan City Council Meeting – July 23, 2019;
Minutes of the Morgan City Council Work Meeting – August 13, 2019;
Minutes of the Morgan City Council Meeting – August 13, 2019;
Minutes of the Morgan City Council Special Meeting – August 27, 2019; and
One set of Warrants

SECOND: Councilmember Turner

The vote was unanimous to approve the minutes listed above as written with a change to the July 23, 2019 Work Meeting minutes regarding approval of grass being removed from infield at Riverside Park and one set of warrants.

CITIZEN COMMENTS

No comments given.

NEW BUSINESS

REQUEST FOR WATER AND ADDITIONAL SEWER SERVICE TO COMO SPRINGS – GRANT MACKAY

Ty Bailey, City Manager, stated Grant Mackay was making some improvements at Como Springs. He explained there had been discussions regarding the annexation of Como Springs into the City boundaries. There were several challenges with annexing the property into the City. The main issue was the City didn't have a zone for this type of development. The City currently provided power and sewer, and this was a request for water service. He referenced the information in the packet provided by the engineer for the project and the letter from Jamie Grandpre, Water/Wastewater Senior Operator, which outlined the City's requirements. The improvements needed to be made to City standards and an agreement would be entered into between the parties.

Grant Mackay, owner of Como Springs, stated he was proposing an RV Park/Campground with other amenities to benefit the community. He stated they were dredging the pond so paddleboards and canoes could be used in it. He stated he wanted to create something beautiful to benefit the community and provide a place for people from outside the community to come and visit Morgan.

Mayor mentioned this matter was discussed at length in the Work Session and Jamie provided information regarding the proposed improvements and requirements of the City. He stated if the Council approved moving forward, the Council's intent would be to have a contract in place regarding the installation of water and sewer.

Councilmember London asked whether it would be a trailer park or and RV campground. He asked if there would be a maximum number of days someone could stay at the park.

Grant clarified it wouldn't be a trailer park. He stated it would have a 30-day maximum stay in the RV Park. He explained some of the other improvements, i.e. cabins, tent sites, and different activities. He mentioned eventually he would like to continue the development across the river and create more recreational facilities.

Mike Durtschi, Gardner Engineering, asked if they would be able to inform the County of the City's decision.

Councilmember Kendell stated from the Work Session discussion he didn't think the Council was ready to make the decision to provide service or not. He stated the Council desired to pursue the request but needed more information and commitments in place before giving the approval of providing City services for the project development.

Councilmember London stated he approved of the concept, but an agreement needed to be reached between the parties to ensure the improvements were installed to City standards.

MOTION: Councilmember Kendell moved to proceed forward with the creation of a contract to give approval to provide services to Como Springs and outline certain conditions between the parties, such as the improvements be made to City standards, and other items yet to be determined.

SECOND: Councilmember London

Discussion on the Motion: None

Vote was 5 ayes; Motion passed unanimously to proceed forward with the creation of a contract to give approval to provide services to Como Springs and outline certain conditions between the parties, such as the improvements be made to City standards, and other items yet to be determined.

Mayor stated the information provided by Gardner Engineering and Jamie were very informative but going forward the City needed to put all the conditions outlined in a contract between the parties. He stated he felt the Council was in favor of the project and of providing water, sewer and electric, but the City needed a binding contract to protect the interests of both parties.

CITY REPORTS AND BUSINESS

City Manager –

Safe Routes to School Grant – 100 North Sidewalk – Fiscal Year 2022

Ty informed the Council the City had been awarded another Safe Routes to School Grant in the amount of \$99,500.00 for sidewalks – Southside of 100 North between 100 West and 300 West. He had applied for two grants and only one was awarded. The money wasn't available until July 2021.

Councilmember Kendell asked regarding the crosswalk on State Street. It would be safer for pedestrians if it was moved to the other side.

Sewer Lagoon Update

Ty explained the reasons behind the recent issues at the sewer lagoons. There had been several power bumps in a row due to birds. He stated two pumps, one control panel, and transfer switches were burned up. He said the City had filed an insurance claim but was still waiting for the total amount of damage. He stated bird guards had been installed on the power lines in multiple places. The new substation functioned properly.

Power Department – Optional Power Source

Ty said he had visited a hog farm in Cache Valley burning methane gas 24/7 which would add to the City's baseload. UAMPS ran numbers and it was a breakeven scenario. He would continue to look for viable options for the City's baseload.

UTOPIA

Ty informed the Council the hut for UTOPIA had been installed but not fully connected with power. He referred to a map in the packet which outlined the service areas. He said UTOPIA had bought out Beehive and they would use those lines when possible so the installation should go smoothly. He stated no permits would be required for replacing the lines because they would reuse the existing conduit.

This meeting was adjourned at 7:53 p.m.

Denise Woods, City Recorder

These minutes were approved at the October 8, 2019 meeting.

RESOLUTION 19-33

A RESOLUTION ADOPTING AND APPROVING A MASTER SERVICE AGREEMENT BETWEEN HUNT ELECTRIC INC. AND MORGAN CITY CORPORATION; AND RATIFYING THE EXECUTION OF THE AGREEMENT BY TY BAILEY, CITY MANAGER.

WHEREAS, the City desires to enter into the Master Service Agreement Between Hunt Electric Inc. and Morgan City Corporation (hereinafter "Agreement") for the provision of regular and routine utility contract work as requested by the City; and

WHEREAS, the City and Hunt Electric Inc. have negotiated the terms and conditions of the Agreement for utility services outlined in the Agreement; and

WHEREAS, Ty Bailey, City Manager, recognizing the importance of executing the Agreement, has, subject to ratification by the City Council, signed the Agreement on behalf of the City; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve a Master Service Agreement between Hunt Electric Inc. and Morgan City for the provision of regular and routine utility contract work.

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

1. That the Master Service Agreement Between Hunt Electric, Inc. and Morgan City Corporation, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Council hereby ratifies the authority of Ty Bailey, City Manager, to execute the Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of October, 2019.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

**MASTER SERVICE AGREEMENT between
Hunt Electric Inc.,
and
Morgan City Corporation**

THIS AGREEMENT made and entered into by MORGAN CITY CORPORATION, hereinafter called the MUNICIPALITY, and HUNT ELECTRIC INC., hereinafter called the CONTRACTOR.

WHEREAS, the MUNICIPALITY desires to enter into this agreement with the CONTRACTOR providing for their services to the extent and upon the terms and conditions as hereinafter set forth, and

WHEREAS, the CONTRACTOR is willing to enter into this agreement with respect to their employment and services upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the provisions and the mutual agreements as hereinafter set forth, the parties hereto agree as follows:

1. The MUNICIPALITY agrees to retain and contract with CONTRACTOR to serve MUNICIPALITY from the date of this contract, for a period of 5 years. The MUNICIPALITY may extend the period of the contract an additional 3 years at their discretion. If during the contract period either party shall elect to terminate the contract, reasonable notice shall be given. Reasonable notice shall be construed herein to mean a minimum of sixty (60) calendar days prior to such termination unless a shorter period is mutually agreed to by both parties.

The CONTRACTOR agrees that during the period of the contract the CONTRACTOR shall perform all regular and routine utility contract work as requested by MUNICIPALITY, such work to be requested by duly authorized verbal or written work orders. CONTRACTOR agrees to perform said services in a timely manner after receiving reasonable notice. The general scope of Municipality utility contract services are as follows:

- a. Transmission line construction
- b. Distribution line construction
- c. Substation construction
- d. Maintenance of high voltage systems

2. The services of the CONTRACTOR shall be provided in accordance with the Hunt Electric Inc. Terms and Conditions attached to this agreement as Exhibit "A."
3. Compensation to the CONTRACTOR shall be on an hourly rate basis in accordance with the Hunt Electric Inc. standard hourly rate schedule of fees attached to this agreement and shown as Exhibit "B." In January of each year, the CONTRACTOR shall provide written notification to the MUNICIPALITY Administrator of any hourly rate modifications together with the proposed new hourly rate schedule for the upcoming MUNICIPALITY fiscal year. This rate schedule shall be effective beginning on the July 1st following the January notification and shall be effective until June 30th of the following year. In each MUNICIPALITY fiscal year, the modified hourly rate schedule shall become the new basis of payment under the terms of this agreement.
4. The CONTRACTOR is retained and contracted for with the MUNICIPALITY for the purposes and to the extent set forth in this agreement and their relation to the MUNICIPALITY during the period of this contract shall be that of an independent practitioner and they shall be free to dispose of such portions of their time, energy and skill during their regular business hours as they deem appropriate provided they perform services for the MUNICIPALITY as agreed upon. The CONTRACTOR shall not be considered under the provisions of this agreement or otherwise as having an employee status or being entitled to participated in any plan, arrangements or distributions by the MUNICIPALITY in connection with any fringe benefits provided to regular employees.
5. To the fullest extent permitted by law, the CONTRACTOR shall indemnify the MUNICIPALITY, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorney's fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a judgment arising from claims by third parties, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the CONTRACTOR or the CONTRACTOR'S officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement.
6. Contractor agrees to maintain workers compensation insurance for their employees as required by state law.
7. This agreement is considered the controlling contractual document, notwithstanding anything to the contrary in any exhibit, including, but not limited to, the Terms and Conditions Exhibit.
8. This contract may be amended by mutual consent of both parties.

9. The parties shall avoid where possible hiring each other's employees during the life of this agreement.
10. This agreement is not exclusive, meaning it does not preclude the MUNICIPALITY from hiring another electrical contractor to perform work. The CONTRACTOR requests to be notified if this were needed, giving the CONTRACTOR the opportunity to provide the assistance to the MUNICIPALITY.

IN WITNESS WHEREOF, Morgan City Corporation has caused this agreement to be executed in its corporate name by its Mayor and Hunt Electric Inc., has executed this agreement pursuant to authorization by its officers.

Dated this 3rd day of October, 2019

ATTEST:

Jy Bailey
Morgan City Corporation Printed

By: Jy Bailey
City Manager,

Dan Larsen
Hunt Electric, Inc., Printed

By: Dan Larsen
Dan Larsen, General Manager

Exhibit A

Terms and Conditions:

Employee time, Equipment, and Material contract is with Municipality for Electrical Services. Each month billing is submitted with employee names, time spent on job, and rate for that work. Time for each employee is gathered from time sheets turned in each Monday and put into Hunt Electric payroll system. We ask that Municipality accept our established time gathering methods and procedures for employee time. Timecards can be provided upon request. Labor Rates have been provided in initial bid.

Equipment is also billed with time at that work location and rate applied. Equipment will be billed by the Hour, Day, Week, or Month.

Material that is purchased for work related to Municipality will be billed at cost plus as provided in the Initial bid. Receipts will be provided upon request.

Sub contractor work for Hunt Electric will be billed at a cost plus 10%. Receipts provided upon request,

Payments made to Hunt Electric at net 30 days. If customer does not pay the full amount owing on the invoice within this time period, the outstanding balance shall accrue interest at an annual rate of 18%/0, and customer shall pay for all connection costs incurred by Hunt, including reasonable attorney fees.

Hourly Service T&M Rates

Time and Material Rate:

Apprentice lineman:
Equipment Operator
Journeyman lineman:
Foreman Journeyman lineman
Superintendent:
Manager:

Standard Time Rate

\$74.00 /hr.
\$78.00/hr.
\$84.00 /hr.
\$93.00 /hr.
\$110.00/hr.
\$120.00/hr.

Overtime Rate/Position

Times 1.45 the standard rate

Holiday Rate/Position

Times 2 the standard rate

Emergency Call Out Rate:

\$225.00 First Hour

Emergency Call Out Rate:

\$175.00 each additional hour

Definitions:

Straight Time:

Mon-Fri 7:00am to 5:00pm

Overtime:

Mon-Fri after 5:00pm

Holidays:

New Year's Day, Memorial Day, July 4th, July 24,
Labor Day, Thanksgiving, and Christmas.

Hunt Equipment Rate Sheet

Description	Hourly	Daily	Weekly
Full-size Trackhoe	\$120.00/hr	\$600.00/day	\$1,800.00/wk
Mid-size Trackhoe	\$86.00/hr	\$430.00/day	\$1,290.00/wk
Mini Trackhoe	\$51.00/hr	\$255.00/day	\$765.00/wk
4x4 Backhoe	\$58.00/hr	\$290.00/day	\$870.00/wk
HXX Hydro-Vac Excavator	\$263.00/hr	\$1,350.00/day	\$4,050.00/wk
½ & ¾ ton Work Truck	\$12.00/hr	\$60.00/day	\$180.00/wk
Compressor/Generator Truck	\$23.00/hr	\$115.00/day	\$345.00/wk
Trailer Mounted Compressor	\$21.00/hr	\$105.00/day	\$315.00/wk
Line Truck (Distribution)	\$166.00/hr	\$500.00/day	\$1500.00/wk
Line Truck (Transmission)	\$255.00/hr	\$766.00/day	\$2300.00/wk
Bucket Truck (Distribution 65')	\$166.00/hr	\$500.00/day	\$1500.00/wk
Bucket Truck (Transmission 93')	\$160.00/hr	\$1300.00/day	\$3800.00/wk
Crane (14 ton)	\$54.00/hr	\$270.00/day	\$810.00/wk
Crane (30 ton)	\$170.00/hr	\$1350.00/day	\$2950.00/wk
Dump Truck	\$51.00/hr	\$255.00/day	\$765.00/wk
Front Loader	\$80.00/hr	\$400.00/day	\$1,200.00/wk
Pole Trailer	\$4.75/hr	\$40.00/day	\$110.00/wk
Reel Trailer	\$40.00/hr	\$205.00/day	\$615.00/wk
12' Trailer	\$22.00/hr	\$94.00/day	\$290.00/wk
16' Trailer	\$30.00/hr	\$120.00/day	\$310.00/wk

*Equipment operator required with each piece of equipment. Operator not in rates.

*Fuel provided with equipment and operator rates

*Rates apply when equipment is on site

*Monthly rates provide upon request

*Equipment taken outside 300 miles is subject to \$4.50/mile rate

*Equipment that is needed beyond 300 miles- option of Rental rate plus 10 % required.

RESOLUTION 19-34

A RESOLUTION APPOINTING INDIVIDUALS TO THE PLANNING COMMISSION AND RECEIVING THE ADVICE AND CONSENT OF THE CITY COUNCIL.

WHEREAS, the Mayor is charged with the responsibility of making appointments to the Planning Commission; and

WHEREAS, the City Council is charged with the responsibility of giving their advice and consent to such appointments; and

WHEREAS, the Mayor desires to appoint and the City Council desires to consent to the appointments contained in this Resolution and finds it to be in the best interest of Morgan City and its citizens to do so.

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

1. That the Mayor's appointment of Lance Prescott and Wes Woods as members, and Jasson Ackett as an alternate to the Morgan City Planning Commission hereby receives the advice and consent of the City Council.
2. That the Mayor will proceed to make those appointments.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 8th day of October, 2019.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

Danny Wall
Wall Brothers Construction, LLC
PO Box 2000
Layton , UT 84041
9-24-19

Morgan City Council
Denise Woods
90 West Young Street
Morgan, UT 84050

Dear Morgan City Council:

I have asked Denise to put me on the agenda for October 8, 2019 to request an extension on the approval for Quail Hollow Subdivision. As you know, when projects in Morgan are given final approval, construction must be started within one year for the approval to remain valid unless an extension is granted. When we obtained approval for this project, we had planned to begin construction quickly. As we procured bids for the project and costs came in higher than expected, we decided that it warranted more market research and decided to focus our efforts on our Mountain Vistas project below 700 E. Work on the Mountain Vista project is now nearing completion and we would now like to again focus our efforts on Quail Hollow. We would appreciate a 6 month extension on the approval, to allow us time to gather bids, secure a contractor, get on the contractors schedule and set up a pre-construction meeting.

I appreciate your time in considering my request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danny Wall', with a stylized, cursive script.

Danny Wall



Morgan City Corporation

90 West Young Street P.O. Box 1085 Morgan, Utah 84050 (801) 829-3461

September 17, 2019

Mike Durtschi
Gardner Engineering
5150 S 375 E
Ogden, Utah 84405

Re: Como Springs Resort – Connection to Morgan City Water and Wastewater Utilities

Dear Mr. Durtschi,

On Thursday September 5th, 2019, you submitted a proposal to the Morgan City Council asking to have access to the city's water utility and to extend service connections for the sanitary sewer and electrical power utility. This letter acts as a Will Serve based on the following stipulations that must be approved before any work can proceed on installing any infrastructure on the water, sanitary sewer and electrical power utility infrastructure.

Culinary Water Utility

1. Como Springs Resort is currently located within the unincorporated areas of Morgan County. As per city ordinance any extensions of utilities into the county from the city's main service area requires approval from the Morgan City Council.
 - a. On September 10th, 2019 during the Morgan City Council meeting Como Springs Resort was given preliminary approval for providing culinary water and extending the sanitary sewer and electrical power within the resort property. The City Council will require that a service agreement be put in place between the City and Como Springs Resort, Grant Mackay prior to furnishing city utilities. The city will move forward with drafting up a contract with your help to keep moving this project along.
2. As per City ordinance, any development outside the main service area of the city's water utility requires the developer to furnish the equivalent amount of water rights for the said project deeded over to Morgan City Corporation. The water right must be free and clear and be slated for domestic use. The City Engineer will need to verify and approve of the water right and assistance from the city's water right attorney might need to be utilized at the developer's expense. The initial calculation of 28.8 ERU's with a 4.0 A/FT of water allotment was determined and reviewed by the City Engineer. Hook up and impact fees will be required and need to be paid before work can proceed. The resort would be allowed the equivalent of water allotment that is approved upon. Any additional water allotment over the amount approved will require the owner to furnish and transfer the amount of water rights needed to fulfill the amount being utilized. Additional impact fees might be required as well for future build out.

3. Culinary water within the resort property must be used for domestic use only. Any irrigation needs on the property will require a secondary water source to be utilized.
4. If the development clears stipulations 1 and 2. The developers engineer would then need to submit construction plans showing the work detail with elevations for review and approval to the city's water utility and City Engineer. All work will need to follow Morgan City's Standards and Specifications. A few items that I would like to at least stress that are not all inclusive are:
 - a. Morgan City's requirement for water line is ductile iron pipe class 51.
 - b. Fire hydrants at a minimum would be required every 500 linear feet of distance, Mueller or Clow brand fire hydrants are only allowed. Any fire hydrant located in an area where traffic can be a hazard needs to have bollards placed by the fire hydrant. Minimum 3-foot distance from the fire hydrant.
 - c. Minimum 15-foot easement must be placed on the water line. Water line would be placed in the center line of the 15-foot easement.
 - d. The water line must have at a minimum 5 feet of cover.
 - e. Installation of the culinary water main will need to either go under the Weber River or be suspended on the access bridge. The city will require engineered plans on the water main installation preferred method. If the preferred option is to suspend the water line from the bridge, an engineer will need to certify that the bridge can support the water line being suspended per the city standard for carrier pipe installation through casings Section 15.05 and then be reviewed by the City Engineer for approval. Refer to Division 3 Sub-section H. Surface Water Crossings in the Morgan City Standards and Specifications manual for additional information pertaining to this requirement.
 - f. Any installation work needs to be completed by a bonded and licensed contractor that has been approved to do infrastructure installation work by Morgan City.

Sanitary Sewer Utility

Morgan City currently services sanitary sewer to Como Springs Resort through a private sewer. The current infrastructure in the resort has been in service for several years and has not had much maintenance completed that the city's water and wastewater department is aware of. Extension of any sewer facilities would require approval from the Morgan City Council. Existing sewer infrastructure will need to be inspected by video and a copy of the inspection supplied to the city's water and wastewater department. Any infrastructure needing repaired will need be completed by a licensed and bonded contractor approved by Morgan City. All existing and future infrastructure work must meet Morgan City's Standard and Specifications. Engineered construction plans with elevations will need to be submitted to the city's water and wastewater utility and City Engineer.

Also be advised that all future installations to any private main lines that are made on the property must follow the city's standards and specifications at the time of installation. If annexation is requested in the future all infrastructure must meet the city standards during the time the install was made. The city will require that all inspections be completed during the initial install and any future installations made to the private main lines.

If you have any further questions or concerns regarding the water and/or wastewater utility, please feel free to contact Jamie Grandpre at 801-821-6324 or by email at jgrandpre@morgancityut.org

Power Utility

The existing electrical infrastructure located on the resort property will need to be evaluated by an electrical engineer to determine what power lines, transformers and apparatuses would need to be upgraded or replaced. The determination would also need to be made if the current electrical power lines and transformers would be capable of handling the future build out load. The existing power lines feeding the property would also need to be evaluated to determine if an upgrade would be needed. If an upgrade is required, the developer might be responsible for any costs incurred to upgrade the power feed. If it is determined that the existing transformers within the property are enough to handle the electrical load at buildout, a denial/service letter from Rocky Mountain Power would not be required.

All work performed on the electrical utility will require that a licensed and bonded electrical contractor perform the work. Engineered electrical drawings with details would need to be furnished to the city's power utility and be approved by the city's electrical engineer prior to any work being performed.

If I can be of further assistance and/or if you have any questions regarding the power utility please feel free to contact me at 801-829-3461 or by email at tybailey@morgancityut.org

Best Regards,



Ty Bailey
City Manager
Morgan City Corporation

Cc: by email;
Jamie Grandpre, Morgan City Water and Sewer Supervisor
Matt Hartvigsen, Morgan City Engineer
Denise Woods, Morgan City Recorder
Lance Evans, Morgan County Planning Director
Grant Mackay, Como Springs Resort

GENERAL AGREEMENT

THIS AGREEMENT, made this 27st day of September 2019, between **Morgan City Corporation**, a Utah corporation having its principal offices at **90 West Young Street, Morgan, Utah 84050**, (hereinafter "**Company**"), and **ASPLUNDH TREE EXPERT, LLC**, a **Pennsylvania** limited liability company, having its principal offices at **708 Blair Mill Road, Willow Grove, Pennsylvania**, (hereinafter "**Contractor**"). Company and Contractor shall be referred to herein collectively as "Parties".

WITNESSETH, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the Parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

- 1) Contractor agrees to furnish all supervisors, labor, tools, transportation, equipment and materials for the services identified in Schedule A ("Work") as specified by the Company, its agents or employees as specified by the Company, its agents or employees.
 - a) The Contractor shall have no liability for personal injury or property damage sustained as a result of Work performed in accordance with the directives of the Company, its agents, or employees and/or standard practices.
- 2) Contractor agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the Work to be performed hereunder and to pay all charges and fees required for such permits and licenses. Permits, licenses and easements of a permanent nature shall be obtained and paid for by the Company.
 - a) Company may, if it so elects, obtain permission or any or all permits or licenses itself, in which case it shall do so at its own expense. It is understood and agreed that Contractor obligations under the terms of this contract are conditional upon Company having first obtained all necessary easements from the relevant landowners. Company agrees to indemnify, defend, and hold harmless Contractor from any and all liabilities, claims, demands, and expenses of any kind or nature that arise from, or are occasioned by, the failure of Company to obtain necessary easements from the relevant landowners for the Work performed by Contractor on such landowner's property.
- 3) Contractor agrees to perform all Work in accordance with all applicable federal, municipal, county, state and other local laws, ordinances and regulations. All work shall be performed in accordance with standard principals established for such work and in accordance with the General Specifications and Procedures attached and made part of the Agreement.
- 4) Contractor agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints shall be handled by Contractor with due regard for the Company's public relations.
- 5) In the event of bodily injury or damage to property caused by Contractor's operations, the Company shall, upon knowledge, receipt of notice of such claim, demand or action, within ten (10) days transmit to Contractor the name and address of the claimant, the nature of the claim,

the date of the occurrence, and other information in possession of the Company which is applicable to each such claim.

- a) Company agrees to fully cooperate with Contractor, its agents, representatives, insurers, employees and defense counsel in the investigation and defense of such claims.
 - b) Contractor agrees that complaints for which it has liability and of which it receives timely notice through Company, or directly from claimants or their agents, or from public authorities shall receive immediate attention, and that all reasonable efforts shall be made for a prompt adjustment of such complaints.
- 6) It is understood that Contractor is an independent contractor under the terms of this Agreement, and each of the Parties shall perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party.
- 7) Contractor agrees to install and maintain the necessary guards and protective devices at locations where Work is being performed to prevent accidents to the general public or damage to the property and personnel of the Company or the general public.
- 8) Contractor agrees to secure from the Company, and the Company agrees to provide, information as to the nature of the services involved in all cases before Work is commenced. It is understood that Contractor is to provide and use such protective equipment as it deems necessary for the protection of its employees.
- 9) Contractor agrees to indemnify, hold harmless and defend the Company from and against any and all loss, damage, or expense which the Company may suffer or for which the Company may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of negligence on the part of the Contractor in the execution of the Work to be performed hereunder.
- a) This indemnity provision shall not apply to the contributory or sole negligence of the Company, or in cases where Company has not complied with Section 5 hereof, nor shall Contractor be liable to the Company for any settlement effected without the prior, written consent of Contractor.
 - b) It is the intention of the Parties that Contractor shall have no liability to Company for losses and damages or expenses which result from specific work directives given by Company's agents or employees, or from the Contractor's compliance with the Company's specifications concerning Work to be performed.
- 10) Contractor agrees to provide Workers' Compensation, General Liability and Automobile Liability insurance and require its subcontractors to obtain and maintain policies of insurance to cover its operations. Certificates showing that Contractor has and continues to protect itself by means of such insurance shall be forwarded to the Company.
- 11) Contractor agrees to furnish to the Company, or its representative, time sheets and other reports required, showing the nature, amount and location of Work performed, together with the number of man hours and equipment hours involved, the quantities of material used, the

number of trees trimmed and removed, the number of acres or spans cut or chemically treated, and other pertinent information which may, from time to time, be required by the Company.

- 12) Contractor agrees to submit to the Company weekly itemized invoices based upon the information contained in the time sheets and prepared in accordance with the attached schedules setting forth rates for each labor, material, and equipment item. The schedules shall constitute a part of this Agreement and may be revised at any time by mutual consent.
 - a) Company agrees to pay for the Work provided herein to be done and materials and equipment provided herein to be used in accordance with the attached rate schedule(s). Invoices received by the Company shall be paid as soon as it has had a reasonable opportunity to satisfy itself that the Work covered by such invoices has been performed in accordance with the terms of this Agreement, but not more than 15 days after receipt.
- 13) This Agreement shall be binding upon the Parties hereto and their heirs, successors, executors, administrators, and assigns. Contractor shall not assign any of its rights or duties under this Agreement or subcontract the whole or any part of the work to be performed hereunder without first having obtained the written consent of the Company authorizing such transfer of rights or duties. Contractor may assign the contract to an affiliate company without consent.
- 14) This Agreement is not intended to constitute an agreement of hiring under the provisions of any Workers' Compensation or unemployment compensation law, any old age benefit law or any similar law, and it shall not be so construed. Contractor agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the federal and/or state government which are measured by remuneration paid to Contractor's employees.
- 15) Whenever due to special circumstances such as, but not limited to, storm emergency work, an employee, agent or representative of the Company is assigned to work directly with Contractor's employees, it is understood that such employee shall at all times remain in the employ of the Company and that Company shall be responsible for all wages and payroll taxes and shall provide Workers' Compensation coverage for such employee.
- 16) This Agreement shall continue and remain in full force from year to year but may be terminated for any reason by either Party upon thirty (30) day's written notice to the other.
- 17) Should Contractor fail to carry out the Work or to comply with any of the provisions of this Agreement, the Company may terminate this Agreement upon ten (10) day's written notice to Contractor detailing the nature of the problem and Contractor's failure to implement corrective actions acceptable to the Company.
- 18) In the event of an emergency and any Contractor crews not normally assigned to the Company are utilized, Contractor's "Storm Emergency Procedure" addendum details the Contractor's standard operating procedures and billing practices for storm restoration or other work by those crews, all of which are hereby made part of this contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first hereinabove written.

Morgan City Corporation

By:

Name:

Title:

ASPLUNDH TREE EXPERT, LLC
Contractor

By:

Name:

Title:



Asplundh Tree Expert, LLC.

8581 W. Kelton Ln. #209
Peoria, AZ 85382
385-224-7797
sboydston@asplundh.com

Estimate

INVOICE NO.
DATE
CUSTOMER ID

Estimate
10/1/2019
Morgan City

JOB		PAYMENT TERMS	
RWD - Reliability Work Distribution / Hot Spotting		Due on receipt	
DESCRIPTION	Hours/Quantity	Hourly Crew Rate/Fee	TOTAL
Line Clearance Pruning, Safety Zone Pruning, Dead Wood Pruning, Tree Removal, Chipping and Clean up all debris.			
WEEKLY RATE	40.00	\$206.53	\$8,261.20
Processing Fee, Administration Fee		\$125.00	\$125.00
Note: Green Waste Disposal fee waived - Morgan City will provide disposal sites.			
All crew members are Line Clearance Certified.			
All crew members have received Asplundh's Wild Land Fire Preparedness & Prevention Plan Training.			
All crew members have been trained in Fire Tool Usage. All company vehicles are equipt with mandatory fire equipment.			
(WLFPPP - Wild Land Fire Preparedness Prevention Plan)			
TOTAL DUE			\$8,386.20

Make all checks payable to Asplundh Tree Expert, LLC. .

THANK YOU FOR YOUR BUSINESS!



Asplundh Tree Expert, LLC.

8581 W. Kelton Ln. #209
Peoria, AZ 85382
385-224-7797
sboydston@asplundh.com

Estimate

INVOICE NO.
DATE
CUSTOMER ID

Estimate
10/1/2019
Morgan City

JOB	PAYMENT TERMS		
RWD - Reliability Work Distribution / Line Inspection	Due on receipt		
DESCRIPTION	Hours/Quantity	Hourly Rate	TOTAL
Utility Arborist will inspect all over head lines for tree related Critical Tasks, Hazards and Unsafe conditions.			
Note: Work will be listed from highest priority to the less critical locations.			
ISA Certified Arborist / Utility Specialist Line Inspection	20.00	\$77.97	\$1,559.40
			\$0.00
Processing Fee, Administration Fee		\$125.00	\$125.00
			\$0.00
Note: Green Waste Disposal fee waived - Morgan City will provide disposal sites.			\$0.00
			\$0.00
TOTAL DUE			\$1,684.40

Make all checks payable to Asplundh Tree Expert, LLC. .

THANK YOU FOR YOUR BUSINESS!

