

MORGAN CITY

Council Meeting

11-12-19

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, November 12, 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 19-35 – General Agreement Between Asplundh Tree Expert, LLC, and Morgan City
- B. Eric Turner Subdivision – Conditional Acceptance
- C. Administrative Update
Electric Rates

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 5th day of November, 2019

/s/ Denise Woods, City Recorder

**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, November 12, 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 – October 8, 2019
- B. Minutes of the Morgan City Council Meeting – October 8, 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. VERBAL PETITIONS AND PRESENTATIONS:

- A. Presidential Leadership Fellows – President Mortensen, Weber State University

4. Resolution 19-35 – General Agreement Between Asplundh Tree Expert, LLC, and Morgan City

5. Eric Turner Subdivision – Conditional Acceptance

6. Canvass of Election Results – Motion to Accept

7. CITY REPORTS AND BUSINESS:

- A. City Manager
- B. Mayor and Council

8. 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 5th day of November, 2019

/s/ Denise Woods, City Recorder

**MINUTES OF MORGAN CITY
COUNCIL WORK MEETING**

October 8, 2019; 6:04 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**Mayor Ray W. Little, Tony London, Eric Turner, and
Jeffery Richins**

STAFF PRESENT:

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

ABSENT:

Jeff Wardell and Mike Kendell

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

**RESOLUTION 19-33 – MASTER SERVICE AGREEMENT BETWEEN HUNT ELECTRIC INC.
AND MORGAN CITY CORPORATION**

Ty Bailey, City Manager, explained Resolution 19-33 ratified the execution of an agreement between Hunt Electric Inc. and Morgan City. He said the financial commitment under the agreement was on an "as needed" basis and was a better rate than the City paid in the past. One advantage with the agreement was Hunt Electric had worked with the City employees. The City needed their assistance in taking down a line, trimming trees and replacing the transformer at the Mahogany Ridge Substation. He stated the agreement had been reviewed by the City Attorney, Gary Crane.

Councilmember London asked regarding the equipment rate sheet. If the City had the equipment necessary for a project, Hunt Electric would use the City's equipment.

Ty gave an update regarding the Power Department. He stated a foreman had recently been hired for the Power Department and he would begin with the City in mid-November. The new foreman was the superintendent for Salem City and was willing to move to Morgan. The new foreman was also on the board of IPSA and had connections with other utility companies and was familiar with qualifications and continuing education training. The City would have a foreman and one journeyman, Matt Stuart, but the City still had an opening for an additional journeyman lineman. The position would be reposted after the new foreman began to work for the City. He stated the City had hired Paul Simmons as a part-time employee to help with Blue Staking for the UTOPIA project and to be a groundsman.

Ty referenced the General Agreement with Asplundh Tree Expert, LLC, for tree service within the City. Most of the City's power outages were from trees. He stated Asplundh could work around powerlines but also employed an arborist to ensure trees were trimmed appropriately so future growth didn't cause additional problems. The agreement would be an "as needed" basis and the price included the equipment and a crew. During the two-day assessment the company would catalog all the trees and their growth and would provide an assessment which outlined the most critical areas and a proposed plan moving forward. The agreement was for one week. The first step would be to have the assessment done.

RESOLUTION 19-34 – PLANNING COMMISSION APPOINTMENTS

Mayor Little explained there had been an opening available in the Planning Commission which had not been filled. He had spoken with Steve Winn and he had resigned. He proposed moving the alternates, Lance Prescott and Wes Woods, up to permanent Planning Commission members. He stated Jasson Ackett had expressed an interest in being on the Planning Commission and proposed he become an alternate. He asked the Council for suggestions for an additional alternate. Also, the election may change and open another position.

He stated the City wanted to upgrade the General Plan and the Planning Commission would be given assignments to assist in the project.

Discussion regarding the Young Street Bridge and the interest in a pedestrian bridge. Ty mentioned there could be a possibility to receive a grant for a pedestrian bridge to be built but without a plan being laid out for the area it would be difficult to apply for it. Also, when Young Street Bridge was completed it could be tied together with the pedestrian bridge.

Ty stated he had applied for a planning grant through UDOT in the amount of \$80,000.00 for the update to the General Plan. The entire project would cost approximately \$120,000.00. He stated the General Plan needed to include parks, trails, roads, zones, etc.

QUAIL HOLLOW PHASE 2 SUBDIVISION – FINAL APPROVAL EXTENSION

Councilmember London referenced a letter in the packet from Danny Wall, Wall Brothers Construction. He stated the Council gave final approval to Quail Hollow Phase 2 Subdivision a year ago and the letter was requesting a six month extension to the final approval, to allow them time to gather bids, secure a contractor, get on the contractors schedule and set up a pre-construction meeting. He stated nothing in the City Code or standards had changed since the final approval had been given which would affect the project.

Gary Crane, City Attorney, mentioned he had talked with Danny Wall, and he had indicated they planned on beginning construction in the spring. He said typically an extension was for an entire year and it would cover the building season.

Discussion regarding a reasonable extension of time for the developer to begin construction. The date of June 1, 2020 was discussed.

ADMINISTRATIVE UPDATE

UTOPIA – Ty said the City had finished reviewing four of the service areas and was currently waiting for an excavation permit in one of the areas. UTOPIA was in the area and had begun work on the project.

Mayor asked when UTOPIA wanted to begin with the public relation portion of the project.

Ty mentioned staff would be contacting UTOPIA to discuss their plans for getting the information out to the residents.

CITY VEHICLE AUCTION – Ty explained the City would be conducting a vehicle auction on KSL. The information regarding the vehicles would be posted on October 21st and the closing bids would be November 4th by 3:00 p.m. He informed the Council there would be five vehicles auctioned and a minimum bid would be listed for each vehicle – 1995 Chevrolet 2500; 1999 RAM 2500; 2003 RAM 2500; 2006 Dodge Dakota; and 2011 RAM 2500.

COMO SPRINGS – WILL SERVE LETTER – Ty stated Jamie Grandpre had prepared a will-serve letter to Como Springs. Service to the area would be contingent upon an agreement being entered into with the City outlining the requirements for Como Springs. He explained the letter would allow them to continue with the process for the conditional use permit with the County, but the City required an agreement to also be in place before services would be provided by the City.

WEBSITE REDESIGN – Ty informed the Council staff was beginning a process to redesign the City's website. The City had a contract with Municode for the self-publishing software for the City Code and they also redesigned websites. An internal website team had been formed and would see the project through.

HOMETOWN CHRISTMAS – Ty stated Hometown Christmas would be on December 7th and the City and County employees would decorate a tree to be donated again this year.

Ty gave a follow-up to the request made by Linda Smith, Historical Society, regarding the purchase and moving of the caboose. He had received pictures and the caboose was stripped down to the shell. He said the full value of the caboose would be achieved if a group or club would have a plan and vision to make the caboose an attraction rather than it just sitting on some tracks.

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

Denise Woods, City Recorder

These minutes were approved at the November 12, 2019 meeting.

**MINUTES OF MORGAN CITY
COUNCIL MEETING**

October 8, 2019; 7:09 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**Mayor Ray W. Little, Tony London, Eric Turner, and
Jeffery Richins**

STAFF PRESENT:

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

EXCUSED:

Jeff Wardell and Mike Kendell

OTHERS PRESENT:

Brad Brown

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 Ty Bailey, City Manager.

The opening ceremony was presented by Mayor Little.

MINUTES AND WARRANTS

MOTION: Councilmember Richins moved to approve the minutes of the Morgan City Council Work Meeting on September 10, 2019 and the Morgan City Council Meeting on September 10, 2019, and one set of warrants.

SECOND: Councilmember London

The vote was unanimous to approve the minutes as written and one set of warrants.

CITIZEN COMMENTS

Brad Brown, 565 West Island Road, Morgan, Utah – Mr. Brown asked if the flags and paint markings on the roads marking the utilities were in conjunction with the installation of UTOPIA. He mentioned no notice was given to property owners.

Ty Bailey, City Manager, confirmed the flags and paint markings were for the UTOPIA project.

Mr. Brown asked how information would be distributed to the residents regarding the project.

Ty explained the Blue Staking was done daily. He stated the project had been discussed in several public meetings. He said the contractor would be notifying residents regarding the project. He stated it was a citywide install and the UTOPIA crews would be moving throughout the City.

Gary Crane, City Attorney, explained first the Blue Stakes came and then B Jackson, the contractor, would put doorhangers explaining what was being done in the neighborhood.

Ty informed Mr. Brown UTOPIA would be doing public relations, i.e. articles in newspaper and a public meeting.

Mr. Brown asked what the timeline was for the project to be completed.

Ty stated substantial completion should be by the end of the year – weather permitted. He explained a lot of the install would be on the power poles overhead and other neighborhoods it would be installed by using existing conduits and boring underground. He stated UTOPIA had bought out Beehive Wireless and were taking over their lines and conduit.

Mr. Brown asked how construction projects were scheduled and prioritized, specifically Island Road.

Ty stated the City had a Capital Improvement List and the City Council and COG prioritized major improvements to be completed. He stated the City was implementing a Conditions Assessment regarding the roads within the City in January. The City received approximately \$200,000.00 per year for roads and there wasn't a replacement schedule outlined. He explained the Council had passed a resolution regarding the Local Option Sales Tax and sent it to the County. The sales tax would need to be implemented by the County and it would generate approximately \$70,000.00, which would be used for roads.

Mr. Brown asked if any City staff was petitioning the Federal Government for grants.

Councilmember Turner informed Mr. Brown that Ty had applied for and the City had received grants which were in specific locations for specific projects.

Ty mentioned several grants the City had received and one he was currently applying for. He said a regional planning organization had been formed.

Mayor closed the citizen comment period and encouraged Mr. Brown to call the City and make an appointment to come and speak with Ty.

NEW BUSINESS

RESOLUTION 19-33 – MASTER SERVICE AGREEMENT BETWEEN HUNT ELECTRIC INC. AND MORGAN CITY CORPORATION

Ty stated Resolution 19-33 was regarding a Master Service Agreement between Hunt Electric Inc. and Morgan City Corporation and ratified his signature on the agreement. He explained the agreement would augment the City's Power Department's capabilities. The City currently had one employee in the Power Department. The agreement outlined the rate schedule and work would be done on an "as needed" basis.

MOTION: Councilmember London moved to adopt 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.

SECOND: Councilmember Turner

Discussion on the Motion: None

ROLL CALL VOTE: Jeffery Richins – aye
Mike Kendell – absent
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 3 ayes; Motion passed unanimously to adopt 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; Councilmember Wardell and Councilmember Kendell were absent.

RESOLUTION 19-34 – PLANNING COMMISSION APPOINTMENTS

Mayor stated Resolution 19-34 appointed individuals to the Planning Commission. He said currently there were two openings on the Planning Commission, and he proposed Lance Prescott and Wes Woods be moved from the alternate position to positions as members and Jasson Ackett be appointed as an alternate member of the Planning Commission.

MOTION: Councilmember London moved to adopt Resolution 19-34 – A resolution appointing individuals to the Planning Commission and receiving the advice and consent of the City Council. The appointments would be Lance Prescott and Wes Woods as members and Jasson Ackett as an alternate member to the Morgan City Planning Commission.

SECOND: Councilmember Richins

Discussion on the Motion: None

ROLL CALL VOTE: Jeffery Richins – aye
Mike Kendell – absent
Jeff Wardell – absent
Tony London – aye
Eric Turner – aye

Vote was 3 ayes; Motion passed unanimously to adopt Resolution 19-34 – A resolution appointing individuals to the Planning Commission and receiving the advice and consent of the City Council. The appointments would be Lance Prescott and Wes Woods as members and Jasson Ackett as an alternate member to the Morgan City Planning Commission; Councilmember Wardell and Councilmember Kendell were absent.

QUAIL HOLLOW PHASE 2 SUBDIVISION – FINAL APPROVAL EXTENSION

Councilmember London stated this item had been discussed at length during the work session. The Council gave final approval for the Quail Hollow Phase 2 Subdivision one year ago. The year had expired and the developer, Danny Wall – Wall Brothers Construction, had requested a six-month extension of the final approval to allow them time to gather bids, secure a contractor, get on the contractor's schedule and set up a pre-construction meeting. The developer had been working on the Mountain Vista project and it was nearing completion so the developer would begin construction on Quail Hollow Phase 2 Subdivision in the spring. He stated during the work meeting a date certain of June 1, 2020 for the extension was discussed.

MOTION: Councilmember London moved to approve an extension on the final approval for Quail Hollow Phase 2 Subdivision to June 1, 2020.

SECOND: Councilmember Richins

Discussion on the Motion: None

Vote was unanimous to approve an extension on the final approval for Quail Hollow Phase 2 Subdivision to June 1, 2020; Councilmember Wardell and Councilmember Kendell were absent.

Special Reports

Discussion regarding how to get information regarding City issues to the citizens. There had been changes at the transfer station, UTOPIA coming to Morgan, and the new hotel. The City could put the information out on the website, in the newspaper, on utility bills etc. and there would still be some who wouldn't know what was happening. Discussed the issues with using social media to spread information to the citizens. The staff was complimented on the way they handled the public questions and complaints.

Ty updated the Council regarding the status of the hotel. He stated they had closed on the loan and there had been communication between the City and the engineering company. There had been an electronic meeting between those involved with the hotel and the development committee. The next step would be the filing of a Conditional Use Application.

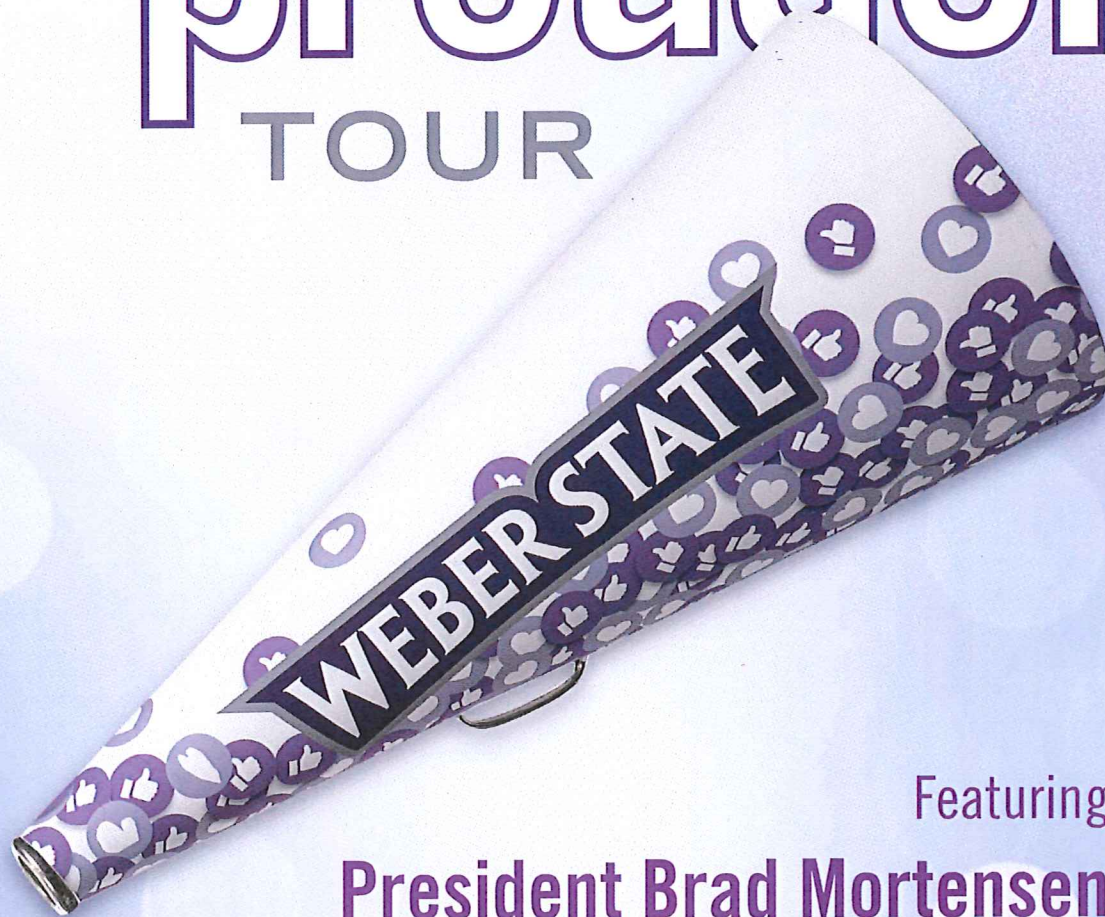
This meeting was adjourned at 7:55 p.m.

Denise Woods, City Recorder

These minutes were approved at the November 12, 2019 meeting.

WEBER STATE UNIVERSITY'S

louder & **prouder** TOUR



Featuring
President Brad Mortensen
and **Students of WSU**

PRESIDENTIAL LEADERSHIP FELLOWS

Weber State University

Brad Mortensen, President

"Brad Mortensen kicks off Weber State University's Louder and Prouder tour as a part of his vision for WSU in his new role as university president. One of WSU's core values is community engagement, and President Mortensen is excited to travel across the state with the university's theme of student success. The tour will feature President Mortensen delivering a brief update on the university and students sharing their Weber State stories."

RESOLUTION 19-35

**A RESOLUTION ADOPTING AND APPROVING A GENERAL AGREEMENT
BETWEEN ASPLUNDH TREE EXPERT, LLC, AND MORGAN CITY
CORPORATION.**

WHEREAS, the City desires to enter into the General Agreement between Asplundh Tree Expert, LLC, and Morgan City Corporation (hereinafter "Agreement") for the inspection of all over-head powerlines for related critical tasks, hazards, unsafe conditions and other routine pruning and tree removal as requested by the City; and

WHEREAS, the City and Asplundh Tree Expert, LLC, have negotiated the terms and conditions of the Agreement for tree services as outlined in the Agreement; and

WHEREAS, the City Council of Morgan City has determined it to be in the best interest of the City to adopt and approve the General Agreement between Asplundh Tree Expert, LLC, and Morgan City for the inspection of all over-head powerlines for related critical tasks, hazards, unsafe conditions and other routine pruning and tree removal as requested by the City.

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

1. That the General Agreement Between Asplundh Tree Expert, LLC, and Morgan City Corporation, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the City Manager is authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of Morgan, Utah, this 12th day of November, 2019.

RAY W. LITTLE, Mayor

ATTEST:

DENISE WOODS, City Recorder

GENERAL AGREEMENT

THIS AGREEMENT, made this 12th day of November 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.

Ty Bailey, Morgan City Manager

By:

Name:

Title:

ASPLUNDH TREE EXPERT, LLC

Contractor

By:

Name:

Title:



Estimate

Asplundh Tree Expert, LLC.

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

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 Clearence 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 Clearence 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!



Estimate

Asplundh Tree Expert, LLC.

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

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!



October 25, 2019

Morgan City Mayor and City Council
90 West Young Street.
Morgan, Utah 84050

RE: TURNER SUBDIVISION – Conditional Acceptance

Dear Mayor and City Council:

City staff and I have completed inspections of the improvements in the above mentioned subdivision and found them to be completed satisfactorily and to meet minimum requirements of Morgan City standards in accordance with engineering and/or subdivision plans submitted and previously approved. We can recommend Conditional Acceptance of this Subdivision and to start the guarantee period. There is \$250.00 that remains in the escrow account. This amount represents the 10% Guarantee, and money to complete the final inspections next year at the end of the guarantee period. These funds need to remain in the Escrow account until Final acceptance. The total to remain in the escrow account is \$250.00.

If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES
Consulting Engineers
Morgan City Engineers

Brent W. Slater PLS. - City Engineer Representative

cc: Ty Bailey – City Administrator
Denise Woods - City Recorder
Mark Schmid - City Public Works Director



Morgan City Corporation

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

Dear Morgan City Residents,

The mayor and city council have unanimously approved an agreement between Morgan City and UTOPIA Fiber to begin the construction of a fiber network throughout the city. Morgan will see its first UTOPIA Fiber connections in early November. By spring 2020, every residence and business in Morgan City will have the option to connect to the fastest internet service in the United States. The starting price for 250/250 Mbps is approximately \$65/month. There are no hidden fees, upfront costs, or install expenses. UTOPIA Fiber also doesn't have any contracts; everything is on month-to-month terms.

The City of Morgan will be holding an open house with UTOPIA Fiber on **Wednesday, November 20th at 7 pm** in the Morgan High School Auditorium. Representatives from UTOPIA Fiber and their internet service providers will be there to answer questions and give information on their services.

Created by a group of Utah cities, UTOPIA Fiber supports open-access and promotes competition in all telecommunication services. While UTOPIA Fiber builds and owns the fiber infrastructure, you as a resident or business owner get to choose the ISP who will provide your specific bundle of services. If you decide to subscribe to the fiber network and are unhappy with the service provided by your ISP, you can easily switch to another without losing access to all the benefits of the fiber network. Competition among the service providers also helps keep costs down and promotes good customer service.

As a rural community, it is exciting to know that we that will soon have better connectivity than major U.S. cities. Faster and more reliable internet connections will make a significant impact on our local businesses and community. Fiber connections can attract new businesses and tech-savvy residents to Morgan. Recent surveys even show that a fiber connection can significantly increase the value of your home. Fiber connectivity also encourages established local businesses to stay and grow and can be an advantage for home-based businesses and telecommuting workers.

As the mayor of Morgan City, I believe that access to high-speed internet service will assist Morgan as we move into the future. It is key to maintaining our quality of life and enhancing opportunities for job growth and economic prosperity. Connection to the UTOPIA Fiber network is voluntary and there are no mandatory fees or assessments. Though the fiber infrastructure will be brought to the front of every residence and business within the city, the choice to subscribe to services is at the discretion of the home or business owner.

We invite you to support this project as it becomes available in your neighborhood. We are confident it will be an integral part of our efforts to enhance the quality of life and increase the economic opportunity and prosperity of the residents and businesses of Morgan City.

Sincerely,


Mayor Ray Little

