

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
CAROLYN MONTGOMERY

Finance Director
LISA RICHENS



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PRICE CITY COUNCIL

City Council

JOE CHRISTMAN

AMY KNOTT-JESPERSEN

LAYNE MILLER

TANNER RICHARDSON

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 03/27/2024. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. SAFETY SECONDS Councilmember Christman

4. PUBLIC COMMENTS

5. GENERAL BUSINESS/DISCUSSION

- a. 2024 GRADUATION SPECTACULAR PRESENTATION. Kara Thayn, representative for the 2024 Graduation Spectacular will be in attendance to give some insight to plans for the 2024 Graduation Spectacular.
- b. UTAH FOSTER CARE PRESENTATION. Kobi Prettyman, Lead Foster Adoptive Consultant for Utah Foster Care, will be in attendance to highlight the month of May as Foster Care Month. Consideration and possible approval for Utah Foster Care to place signs and flags in the Price City Peace Gardens for the month of May, Foster Care Month.

6. CONSENT AGENDA

- a. MINUTES for 03-14-2024 City Council Workshop & City Council
- b. RATIFICATION OF APPROVAL. Ratification of approval of an Amendment to the MOU Between Utah Department of Workforce Services and Price Municipal Corporation regarding the HEAT program and contract.
- c. ADVERTISING CONTRACT/AJB BROADCASTING. Consideration and possible approval of an advertising contract with AJB Broadcasting for radio advertising.
- d. ADVERTISING CONTRACT/EMERY TELCOM. Consideration and possible approval of a print

advertising contract with Emery Telcom News.

- e. ADVERTISING CONTRACT/BUSKIN PRODUCTIONS. Consideration and possible approval of an advertising contract with Buskin Productions for social media.
- f. PROJECT 4C-2024 ROAD IMPROVEMENTS- Consideration and possible approval of the following schedules for the project: Schedule A Cape Seal & Schedule B Alt Cape Seal, M & M Asphalt, \$697,833.50; Schedule C Crack Seal & Schedule D Crack Seal, Bonneville Asphalt, \$152,500; Schedule E Striping & Schedule F Striping, Premier Striping, \$86,455.00. Total Project Cost OF \$936,788.50 is within the budget for the project.
- g. PROJECT 9C-2024 PRICE CITY GROUNDS SPRAYING- Schedule A: Two bids received, Castle Valley Landscaping \$39,223.36 and Debugger \$78,924.50. Schedule B: One bid received, Castle Valley Landscaping \$11,690.70. Consideration and possible approval to enter into an agreement with Castle Valley Landscaping for both Schedules A and B for a total cost of \$50,914.06.
- h. SCPP 2024 AGREEMENT-Consideration and possible approval of an agreement with the Upper Colorado River Commission(UCRC) to divert 1,665 acre feet of the City's irrigation water from the Price Wellington Canal into the Price River as part of the 2024 System Conservation Pilot Program (SCPP) in exchange for a maximum of \$158,820.00.
- i. PUBLIC INFRASTRUCTURE INSTALLATION AGREEMENT: MAVERIK INC.-Consideration and possible approval of a Public Infrastructure Installation Agreement with Maverik, Inc. for their future store to be located at 651 S. Carbon Avenue.
- j. SITLA-THIRD AMENDMENT TO EASEMENT NO 2253- Consideration and possible approval to amend the current easement with SITLA for an additional 2 years for use of SITLA property for the Utah High School Mountain Bike Racing events.
- k. BUSINESS LICENSES. RMC Personal Care, LLC at 590 E 100 N for Dee Bangerter. Beau's Auto - Price at 720 E Main St for Beau Bradshaw. Dance Technica at 14 E Main St for Tori Frandsen location change only). Jamie LaCotta at 710 N 900 E. Maland Financial Services DBA MFS - Hauling at 427 S 100 W for Cody Maland. Wallflower Goods LLC at 685 N 300 E for Scottie Draper. Jenny Riche at 35 N 300 E. MGB Logistics at 373 W 300 S for Gary Barkley.
- l. TRAVEL REQUEST. Miles Nelson, Public Works Director, Joint Highway Committee & ULCT Mid-Year Conference, April 17-19, 2024, St. George, UT

7.UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Recorders Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

BETTER TOGETHER

THE IMPORTANCE OF FOSTERING SIBLINGS



Siblings are each other's first best friends and that relationship is designed to be the longest lasting relationship in life. Foster care shouldn't change that!

Imagine being removed from your parents, only to lose your siblings, too. There's an urgent need for families in our community to care for sibling groups to help keep them together.

Learn from families already caring for siblings at this casual discussion by Utah Foster Care—what it's like, why we need you, how you can help, and more!

If you have any questions, contact , Kobi Prettyman (435) 269-5978 or kobi.prettyman@utahfostercare.org



April 18th
6:30 -8 pm

475 W PRICE RIVER DRIVE
PRICE, UT
(located in the conference
room downstairs)

In-person & virtually

RSVP HERE

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
March 13, 2024 – 4:02 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Christman

Councilmember Knott-Jespersen

Councilmember Layne Miller

Councilmember Tanner Richardson

Councilmember Terry Willis

Excused:

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Willis/Sleep deficiency/linked to chronic health problems.
2. Chief of Police, Brandon Sicilia-Consideration of adopting the Community Cats Act
2. Mayor's report
3. Councilmember report: Christman
4. Councilmember report: Knott-Jespersen
5. Councilmember report: Miller
6. Councilmember report: Richardson
7. Councilmember report: Willis

Adjourned: 5:30 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
March 13, 2024

Present:

Mayor Kourianos

Jaci Adams, City Recorder

Councilmembers:

Nick Tatton, Administrative Director

Joe Christman

Lisa Richens, Finance Director

Amy Knott-Jespersen

Miles Nelson, Public Works Director

Layne Miller

Tanner Richardson

Terry Willis

Excused:

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:35 p.m. Jimmy Darter, Liberty Faith Fellowship offered a word. Mayor Kourianos led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Councilmember Willis reminded everyone that sleep deficiency is linked to many chronic health problems and to try and get adequate sleep.

4. PUBLIC COMMENT

No public comment was received on any item.

5. GENERAL BUSINESS/DISCUSSION

a. RECOGNITION OF LOCAL BUSINESS OWNER. Recognition of local business owner Helen Crandall, owner/operator of Farlino's Café for her many years of service and contribution to the community.

Mayor Kourianos and City Council presented Helen Crandall, owner and operator of Farlino's Café with a certificate and recognized her for many years of service and contribution to the Price City community.

b. 2024 ST. PATRICK'S DAY PARADE GRAND MARSHALL. Announce and recognize the 2024 Grand Marshall for the 2024 St. Patrick's Day Parade.

Megan Marshall announced Mark Jespersen as the 2024 St. Patrick's Day Grand Marshall for the parade. The Mayor and Council thanked him and presented him with a plaque.

c. PUBLIC HEARING. To receive public comment on the Fiscal Year 2023-2024 mid-year budget revision.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Willis moved to open the Public Hearing at 5:45 p.m. Councilmember Knott-Jespersen seconded and motion carried.

Lisa Richens, Finance Director, reviewed the revision highlights.

MOTION.

Acknowledging no public comment was offered or reported, Councilmember Willis moved to close the Public Hearing at 5:58 p.m. Councilmember Christman seconded and motion carried.

d. RESOLUTION NO. 2024-003. A Resolution Amending Resolution No. 2023-012 and Settling Forth the Revised Budget for Price City, Utah, for the Fiscal Year Ending June 30, 2024.

MOTION.

Councilmember Christman moved to approve Resolution No. 2024-003 amending Resolution No. 2023-012 and setting forth the revised budget for Price City, Utah, for the fiscal year ending June 30, 2024. Councilmember Knott-Jespersen seconded and motion carried.

e. RESOLUTION NO. 2024-004. Consideration and possible approval of A Resolution Authorizing the Process and Procedures Necessary to Prepare for Voter Approved Reauthorization of the Price City ZAP Tax.

MOTION.

Councilmember Miller moved to approve Resolution No. 2024-004 authorizing the process and procedures necessary to prepare for voter approved reauthorization of the Price City ZAP Tax. Councilmember Richardson seconded and motion carried.

f. RESOLUTION NO. 2024-005. Consideration and possible approval of a Resolution Adopting a Privacy Policy Statement for Personally Identifiable Information.

MOTION.

Councilmember Knott-Jespersen moved to approve Resolution No. 2024-005 a resolution adopting a privacy policy statement for personally identifiable information. Councilmember Miller seconded and motion carried.

6. CONSENT AGENDA

MOTION.

Councilmember Christman moved to approve agenda items a. thru l. with the amendment to item f. needing correction on the Police Department vehicle USDA Grant application. Councilmember Willis seconded and motion carried.

- a. MINUTES for 02-28-2024 City Council Workshop & City Council.
- b. NOTICE OF INTENT. Consideration and possible approval of the Notice of Intent that Price City Plans to Submit an Opinion Question to its Residents Regarding the Imposition of a City Option Botanical, Cultural, Recreation and Zoological Excise Tax per UCA 59-12-Part 14.
- c. BUDGET TRANSFERS. Consideration and possible approval of budgeted mid-year fund transfers.
- d. BUDGET CALENDAR. Consideration and possible approval of the Fiscal Year 2024-2025 Budget Calendar.
- e. EQUIPMENT LEASE PURCHASE. Consideration and possible approval of an equipment lease purchase with Zions Bancorporation for eight police vehicles.
- f. POLICE DEPARTMENT VEHICLE USDA GRANT APPLICATION. Consideration and possible approval for Price City Police Department to apply for a Police Department Vehicle USDA Grant.
- g. MERCHANT SERVICES. Consideration and possible approval of a Merchant Processing Application and Agreement between Price City and Wells Fargo Bank, quantity of 2 agreements.
- h. RENAISSANCE FAIR ENTERTAINMENT CONTRACTS. Consideration and possible approval of entertainment contracts for the Renaissance Fair with (1) Salt Lake City Crusaders; and (2) Mayada Banjara World Dancers, The Dueling Pianos, The Northern Lights.
- i. DECEASED UTILITY ACCOUNT WRITE-OFF. Consideration and possible approval of the Deceased Utility Account Write Off for the period.
- j. REQUEST FOR FEE WAIVER/ CASTLE VALLEY YOUTH ORCHESTRA. SeLinda Bryant, Castle Valley Youth Orchestra is requesting fees to be waived for the Price City Auditorium for a concert that will be held in the evening. They do not have a date set as of yet.
- k. BUSINESS LICENSE. Beth's Flower Farm at 304 N 200 E for Bethany Stallings.
- l. TRAVEL REQUESTS. Brandon Sicilia, Chief of Police, 2024 Annual Chief's of Police Conference, March 24-27, St. George, UT.

7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

Mayor Kourianos asked for a motion to close the regular City Council meeting.

Councilmember Miller moved to closed the regular City Council meeting. Councilmember Knott-Jespersen seconded and motion carried.

The regular City Council meeting was adjourned at 6:03 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

DRAFT



AMENDMENT to MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH DEPARTMENT OF WORKFORCE SERVICES AND PRICE MUNICIPAL CORPORATION

AMENDMENT # 2 To AGREEMENT# 21-MOU-0153

To be attached to and made a part of the above numbered Memorandum of Understanding by and between the State of Utah, DEPARTMENT OF WORKFORCE SERVICES, referred to as STATE and

PRICE MUNICIPAL CORPORATION
Organization
PO Box 893
Address
Price Utah 84501
City State Zip

THE PARTIES AGREE TO AMEND THE MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

- 1. Contract period: 5/1/2021 (Original starting date), 4/30/2026 (Current ending date), 4/30/2026 New ending date
2. Other Changes: Changes have been made to Attachment C: Fuel/Energy Type Agreement, Section C, updating the credit balances requirements, as attached.
3. Effective Date: April 1, 2024

Contact Information

PRICE MUNICIPAL CORPORATION
Jennifer Robertson
jenniferr@priceutah.net

Department of Workforce Services
Lori Page, Program Specialist
loripage@utah.gov

All other conditions and terms in the original agreement and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

PRICE MUNICIPAL CORPORATION

Signature

Date

Print Name and Title

UTAH DEPARTMENT OF WORKFORCE SERVICES

Rebecca Bar

03/12/2024

Casey Cameron, Executive Director

Date



ATTACHMENT C: FUEL/ENERGY TYPE AGREEMENT

I. Fuel Type(s) provided (please check all that apply):

- Natural Gas
- Electricity
- Propane
- Coal
- Wood
- Fuel Oil
- Kerosene
- I have selected at least one energy type

II. PURPOSE OF ATTACHMENT:

The Low-Income Home Energy Assistance Act of 1981 (Pub. Law 97-35, Sections 2601-11, 42 U.S.C. Sections 8621-8629) provides grants to DWS to assist eligible low-income households in meeting the costs of home energy. Eligible households are defined as those meeting the criteria set forth in the Utah HEAT Program Policy Manual, issued by the Utah Department of Workforce Services (DWS) HEAT Program. This contract incorporates the requirements that must be met by ENERGY ASSISTANCE PROVIDER if payments are to be made directly to ENERGY ASSISTANCE PROVIDER in accordance with 42 U.S.C., Section 8624 (b)(7).

III. SCOPE:

- A. DWS will make payments directly to ENERGY ASSISTANCE PROVIDER provided that:
 1. ENERGY ASSISTANCE PROVIDER charges the household in ENERGY ASSISTANCE PROVIDER'S normal billing process.
 2. ENERGY ASSISTANCE PROVIDER bills the household no more than the cost of the energy delivered minus the cost of the payments received or expected from DWS.
 3. ENERGY ASSISTANCE PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms

and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges, and payment plan arrangements.

4. ENERGY ASSISTANCE PROVIDER agrees not to discontinue utility service for at least 30 days after receiving verbal/written verification of payment from DWS, whether for the standard HEAT program or for emergency funds, excluding repairs. Examples of valid HEAT verifications will be available upon request from DWS.
5. ENERGY ASSISTANCE PROVIDER agrees to waive any security deposit billed to households approved for the HEAT program. The HEAT program cannot pay for security deposits.
6. ENERGY ASSISTANCE PROVIDER agrees to waive any fees associated with energy service including shut off notice fees reconnection fees, late payment fees, service initiation fees, and account closure fees when a household is HEAT eligible and receiving HEAT or CRISIS benefits from DWS.
7. Delivery of fuel or energy will be made within four calendar days of the receipt of or verbal/written verification of payment, if not earlier.
8. In regard to clients who have either been disconnected or have run out of fuel and are receiving HEAT or CRISIS funds for reconnection or fuel delivery:
 - a. ENERGY ASSISTANCE PROVIDER agrees to reconnect client within 24 hours upon receiving verbal or written commitment of payment from DWS.
 - b. For fuel sources other than natural gas or electricity, ENERGY ASSISTANCE PROVIDER agrees to provide emergency fuel within 48 hours upon receiving verbal or written commitment of payment from DWS.
9. If ENERGY ASSISTANCE PROVIDER is a utility regulated by the Public Service Commission of Utah, ENERGY ASSISTANCE PROVIDER will supply energy in accordance with provisions of Utah Residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.
10. ENERGY ASSISTANCE PROVIDER will ensure that payment by DWS is credited toward the household's home energy costs.
11. If the HEAT benefit was paid in error or if fraud is determined, upon request, the ENERGY ASSISTANCE PROVIDER agrees to return the HEAT benefit to DWS.

B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to ENERGY ASSISTANCE PROVIDER via the HEAT Vendor Portal.

C. CREDIT BALANCES

1. If a household discontinues service with ENERGY ASSISTANCE PROVIDER, the ENERGY ASSISTANCE PROVIDER must return any HEAT benefit credit remaining on the account to DWS with the Return Funds to State Form.
 - a. If the household opens a new utility account for a Utah address, the ENERGY ASSISTANCE PROVIDER may transfer the remaining credit balance directly to the new utility vendor without notifying DWS.
 - b. ENERGY ASSISTANCE PROVIDER may not return credit balances directly to the client. If the ENERGY ASSISTANCE PROVIDER returns credit balance directly to the client, the ENERGY ASSISTANCE PROVIDER is responsible to send a check to DWS for the amount of the credit balance and collect a reimbursement directly from the client.

D. In the event ENERGY ASSISTANCE PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the ENERGY ASSISTANCE PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The ENERGY ASSISTANCE PROVIDER named above is a Retail Energy Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the HEAT guidelines to be an eligible HEAT applicant. ENERGY ASSISTANCE PROVIDER will, with reference to an eligible HEAT applicant:
 - a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible HEAT applicant's billing and usage history for the previous twelve (12) months. ENERGY ASSISTANCE PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.
 - b. ENERGY ASSISTANCE PROVIDER agrees to provide relevant account information including account balance, account status, utility number, and a copy of recent utility bills when requested by DWS.

AGREEMENT TO ESTABLISH AN ANNUAL PAYMENT FOR RADIO ADVERTISING BETWEEN PRICE MUNICIPAL CORPORATION (PRICE CITY) AND AJB BROADCASTING, LLC., KUSA/KASL RADIO STATIONS.

Parties to the Agreement

The parties to this agreement are Price Municipal Corporation (Price City), having an address of 185 East Main Street, Price, Utah 84501 and AJB Broadcasting, LLC dba (KUSA/KASL Radio Stations), having an address of 6th East Main Street, Price, Utah 84501.

Agreement Background Information

Price City and the KUSA/KASL Radio Stations are interested in lowering the transaction costs associated with regular and ongoing radio advertising needs of Price City as placed on KUSA/KASL Radio Stations. As many transactions are completed each month, an annual billing and payment process will reduce the transaction costs to both Price City and KUSA/KASL Radio Stations.

Terms of the Agreement

- The payment for fiscal year 2024-2025, to be made promptly after July 1st, 2024, will be \$6,933.00
- The payment for fiscal year 2025-2026, to be made promptly after July 1st, 2025, will be \$7,157.00.
- The payment for fiscal year 2026-2027, to be made promptly after July 1st, 2026, will be \$7,386.00.
- The payment for fiscal year 2027-2028, to be made promptly after July 1st, 2027, will be \$7,624.00.
- The payment for fiscal year 2028-2029, to be made promptly after July 1st, 2028, will be \$7,869.00.

The term of this Agreement will begin on July 1st, 2024 and terminate on June 30, 2029.

Price City will purchase advertising services from KUSA/KASL Radio Stations during the term hereof in accordance with the schedule below. Changes in the scope of services to be purchased may occur to accommodate shortages or overages in any one line item. AJB Broadcasting will provide updates regularly to Price City, on a weekly or monthly basis, as advertising placements occur. AJB Broadcasting will coordinate directly with Price City departments as needed under the auspices of this agreement and report such activity as indicated above.

Price City reserves the right to terminate any or all of this agreement by providing a minimum of thirty (30) days' notice in writing to AJB Broadcasting.

YEAR 2024-2025

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| International Days Advertising | \$866.00 |
| Culture Connection Event Advertising | \$1,485.00 |
| Price City Desert Wave Pool Advertising | \$1,362.00 |
| Price City Library Advertising | \$1,362.00 |
| Public Notices and Classified Type Advertising | \$620.00 |
| Special Announcements & Other Incremental Advertising | \$1,238.00 |
| TOTAL | \$6,933.00 |

YEAR 2025-2026

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| International Days Advertising | \$894.00 |
| Culture Connection Event Advertising | \$1,533.00 |
| Price City Desert Wave Pool Advertising | \$1,406.00 |
| Price City Library Advertising | \$1,406.00 |
| Public Notices and Classified Type Advertising | \$640.00 |
| Special Announcements & Other Incremental Advertising | \$1,278.00 |
| TOTAL | \$7,157.00 |

YEAR 2026-2027

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| International Days Advertising | \$923.00 |
| Culture Connection Event Advertising | \$1,582.00 |
| Price City Desert Wave Pool Advertising | \$1,451.00 |
| Price City Library Advertising | \$1,451.00 |
| Public Notices and Classified Type Advertising | \$660.50 |
| Special Announcements & Other Incremental Advertising | \$1,319.00 |
| TOTAL | \$7,386.00 |

YEAR 2027-2028

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| International Days Advertising | \$953.00 |
| Culture Connection Event Advertising | \$1,633.00 |
| Price City Desert Wave Pool Advertising | \$1,498.00 |
| Price City Library Advertising | \$1,498.00 |
| Public Notices and Classified Type Advertising | \$681.00 |
| Special Announcements & Other Incremental Advertising | \$1,361.00 |
| TOTAL | \$7,624.00 |

YEAR 2028-2029

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| International Days Advertising | \$984.00 |
| Culture Connection Event Advertising | \$1,685.00 |
| Price City Desert Wave Pool Advertising | \$1,546.00 |
| Price City Library Advertising | \$1,546.00 |
| Public Notices and Classified Type Advertising | \$703.00 |
| Special Announcements & Other Incremental Advertising | \$1,405.00 |
| TOTAL | \$7,869.00 |

Exceptions to the foregoing include but are not limited to special circumstances and unforeseen advertising needs. All costs associated with unforeseen radio advertising needs will be specifically approved and agreed upon in advance by Price City and KUSA/KASL Radio Stations. It is understood that KUSA/KASL Radio Stations shall match Price City advertising that is purchased under the terms of this agreement on a one to one basis. Example: for each advertisement purchased by Price City KUSA/KASL Radio Stations shall provide free of charge one advertisement for the benefit of Price City.

Signed this _____ day of _____, 2024.

Michael Kourianos, Mayor
Price City

Date

ATTEST:

Jaci Adams, City Recorder

Emily Wood
AJB Broadcasting, LLC.

Date

AGREEMENT TO ESTABLISH AN ANNUAL PAYMENT FOR PRINT ADVERTISING BETWEEN PRICE MUNICIPAL CORPORATION (PRICE CITY) AND EMERY TELECOM NEWS.

Parties to the Agreement

The parties to this agreement are Price Municipal Corporation (Price City), having an address of 185 East Main Street, Price, Utah 84501 and Emery Telcom News (Emery Telcom), having an address of 445 Utah 29, Orangeville, UT 84537.

Agreement Background Information

Price City and Emery Telcom are interested in lowering the transaction costs associated with regular and ongoing print advertising needs of Price City as placed in Emery Telecom Newspaper. As many transactions are completed each month, an annual billing and payment process will reduce the transaction costs to both Price City and Emery Telcom.

Terms of the Agreement

- The payment for fiscal year 2024-2025, to be made promptly after July 1st, 2024, will be \$18,000.00
- The payment for fiscal year 2025-2026, to be made promptly after July 1st, 2025, will be \$18,358.00
- The payment for fiscal year 2026-2027, to be made promptly after July 1st, 2026, will be \$18,724.00
- The payment for fiscal year 2027-2028, to be made promptly after July 1st, 2027, will be \$19,098.00.
- The payment for fiscal year 2028-2029, to be made promptly after July 1st, 2028, will be \$19,475.00

The term of this Agreement will begin on July 1st, 2024 and terminate on June 30, 2029.

Price City will purchase advertising services from the Emery Telecom Newspaper during the term hereof in accordance with the schedule below. Changes in the scope of services to be purchased may occur to accommodate shortages or overages in any one line item.

Price City reserves the right to terminate any or all of this agreement by providing a minimum of thirty (30) days' notice in writing to Emery Telcom Newspaper.

YEAR 2024-2025

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Legal Advertising and Notices. Includes verification of publication | \$4,000.00 |
| Classified Advertising Placements (primarily employment related) | \$4,000.00 |
| Other (display advertising) including Culture Connection, International Days, Price City Desert Wave Swimming Pool, Price City Library, Etc. | \$8,000.00 |
| Special advertising needs to include, but not limited to bid notifications/solicitations, road | \$1,870.00 |

| | |
|--|--------------------|
| closures, community and civic matters. | |
| Subscriptions. Total 5 minimum. | \$130.00 |
| TOTAL | \$18,000.00 |

YEAR 2025-2026

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Legal Advertising and Notices. Includes verification of publication | \$4,080.00 |
| Classified Advertising Placements (primarily employment related) | \$4,080.00 |
| Other (display advertising) including Culture Connection, International Days, Price City Desert Wave Swimming Pool, Price City Library, Etc. | \$8,160.00 |
| Special advertising needs to include, but not limited to bid notifications/solicitations, road closures, community and civic matters. | \$1,908.00 |
| Subscriptions. Total 5 minimum. | \$130.00 |
| TOTAL | \$18,358.00 |

YEAR 2026-2027

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Legal Advertising and Notices. Includes verification of publication | \$4,162.00 |
| Classified Advertising Placements (primarily employment related) | \$4,162.00 |
| Other (display advertising) including Culture Connection, International Days, Price City Desert Wave Swimming Pool, Price City Library, Etc. | \$8,324.00 |
| Special advertising needs to include, but not limited to bid notifications/solicitations, road closures, community and civic matters. | \$1,946.00 |
| Subscriptions. Total 5 minimum. | \$130.00 |
| TOTAL | \$18,724.00 |

YEAR 2027-2028

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| Legal Advertising and Notices. Includes verification of publication | \$4,246.00 |
| Classified Advertising Placements (primarily employment related) | \$4,246.00 |
| Other (display advertising) including Culture | \$8,491.00 |

| | |
|---|--------------------|
| Connection, International Days, Price City Desert Wave Swimming Pool, Price City Library, Etc. | |
| Special advertising needs to include, but not limited to bid notifications/solicitations, road closures, community and civic matters. | \$1,985.00 |
| Subscriptions. Total 5 minimum. | \$130.00 |
| TOTAL | \$19,098.00 |

YEAR 2028-2029

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Legal Advertising and Notices. Includes verification of publication | \$4,331.00 |
| Classified Advertising Placements (primarily employment related) | \$4,331.00 |
| Other (display advertising) including Culture Connection, International Days, Price City Desert Wave Swimming Pool, Price City Library, Etc. | \$8,661.00 |
| Special advertising needs to include, but not limited to bid notifications/solicitations, road closures, community and civic matters. | \$2,022.00 |
| Subscriptions. Total 5 minimum. | \$130.00 |
| TOTAL | \$19,475.00 |

Exceptions to the foregoing include but are not limited to special circumstances and unforeseen advertising needs. All costs associated with unforeseen print advertising needs will be specifically approved and agreed upon in advance by Price City and Emery Telcom.

Signed this _____ day of _____, 2024.

Michael Kourianos, Mayor
Price City

Date

ATTEST:

Jaci Adams, City Recorder

Jason Stamatakis
Emery Telcom News

Date

AGREEMENT TO ESTABLISH AN ANNUAL PAYMENT FOR SOCIAL MEDIA ADVERTISING BETWEEN PRICE MUNICIPAL CORPORATION (PRICE CITY) AND EMERY TELECOM.

Parties to the Agreement

The parties to this agreement are Price Municipal Corporation (Price City), having an address of 185 East Main Street, Price, Utah 84501 and Buskin Productions (Buskin), having an address of 685 N 300 E, Price, Utah 84501.

Agreement Background Information

Price City and Emery Telcom are interested in lowering the transaction costs associated with regular and ongoing social media needs of Price City as placed in various social media platforms. As many transactions are completed each month, an annual billing and payment process will reduce the transaction costs to both Price City and Emery Telcom.

Terms of the Agreement

- The payment for fiscal year 2024-2025, to be made promptly after July 1st, 2024, will be \$5,500.00.
- The payment for fiscal year 2025-2026, to be made promptly after July 1st, 2025, will be \$5,665.00.
- The payment for fiscal year 2026-2027, to be made promptly after July 1st, 2026, will be \$5,835.00
- The payment for fiscal year 2027-2028, to be made promptly after July 1st, 2027, will be \$6,010.00
- The payment for fiscal year 2028-2029, to be made promptly after July 1st, 2028, will be \$6,190.00

The term of this Agreement will begin on July 1st, 2024 and terminate on June 30, 2029.

Price City will purchase social media services from the Buskin during the term hereof in accordance with the schedule below. Changes in the scope of services to be purchased may occur to accommodate shortages or overages in any one line item.

Price City reserves the right to terminate any or all of this agreement by providing a minimum of thirty (30) days' notice in writing to Buskin.

YEAR 2024-2025

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|---|---|
| <p>Social Media Advertising/Management. Inclusive of all social media services (Facebook; Instagram; Twitter, etc.) to be coordinated with respective Price City departments for the period July 1, 2024 to June 30, 2025. Please attach any additional proposal evaluation information and any information necessary to provide available options and costs.</p> | <p>TOTAL \$5,500.00</p> |

YEAR 2025-2026

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Social Media Advertising/Management. Inclusive of all social media services (Facebook; Instagram; Twitter, etc.) to be coordinated with respective Price City departments for the period July 1, 2025 to June 30, 2026. Please attach any additional proposal evaluation information and any information necessary to provide available options and costs. | TOTAL \$5,665.00 |

YEAR 2026-2027

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Social Media Advertising/Management. Inclusive of all social media services (Facebook; Instagram; Twitter, etc.) to be coordinated with respective Price City departments for the period July 1, 2026 to June 30, 2027. Please attach any additional proposal evaluation information and any information necessary to provide available options and costs. | TOTAL \$5,835.00 |

YEAR 2027-2028

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Social Media Advertising/Management. Inclusive of all social media services (Facebook; Instagram; Twitter, etc.) to be coordinated with respective Price City departments for the period July 1, 2027 to June 30, 2028. Please attach any additional proposal evaluation information and any information necessary to provide available options and costs. | TOTAL \$6,010.00 |

YEAR 2028-2029

| Estimated Advertising Item/Element | Estimated Annual Cost Allocation |
|--|---|
| Social Media Advertising/Management. Inclusive of all social media services (Facebook; Instagram; Twitter, etc.) to be coordinated with respective Price City departments for the period July 1, 2028 to June 30, 2029. Please attach any additional proposal evaluation information and any information necessary to provide available options and costs. | TOTAL \$6,190.00 |

Exceptions to the foregoing include but are not limited to special circumstances and unforeseen advertising needs. All costs associated with unforeseen Price City social media needs will be specifically approved and agreed upon in advance by Price City and Buskin.

Signed this _____ day of _____, 2024.

Michael Kourianos, Mayor
Price City

Date

ATTEST:

Jaci Adams, City Recorder

Scottie Draper
Buskin Productions

Date

PRICE CITY
 Bid Tabulation
 Road Improvements Project #4C-2024
 Bid Opening on March 21, 2024 @ 2:30 PM

| Schedule A: Cape Seal | | | | CKC | | Premier | | Bonneville | | M&M | | Staker Parson DBA Hales | | Advanced | | Morgan | |
|------------------------------|-----------------|---------------|------|--------------|------------------|------------|------------------|-------------|------------------|---------------|------------------|-------------------------|------------------|---------------|------------------|---------------|------------------|
| No | Item | Est. Quantity | Unit | Unit Price | Total Est. Price | Unit Price | Total Est. Price | Unit Price | Total Est. Price | Unit Price | Total Est. Price | Unit Price | Total Est. Price | Unit Price | Total Est. Price | Unit Price | Total Est. Price |
| 1 | Mobilization | 1 | LS | \$ 22,000.00 | \$ 22,000.00 | | | | | \$ 47,500.00 | \$ 47,500.00 | \$ 47,300.00 | \$ 47,300.00 | \$ 34,965.00 | \$ 34,965.00 | \$ - | \$ - |
| 2 | Traffic Control | 1 | LS | \$ 6,750.00 | \$ 6,750.00 | | | | | \$ 10,750.00 | \$ 10,750.00 | \$ 21,200.00 | \$ 21,200.00 | \$ 15,000.00 | \$ 15,000.00 | \$ - | \$ - |
| 3 | Chip Seal | 91,510 | SY | \$ 3.95 | \$ 361,464.50 | | | | | \$ 3.00 | \$ 274,530.00 | \$ 4.25 | \$ 388,917.50 | \$ 3.70 | \$ 338,587.00 | \$ 4.49 | \$ 410,879.90 |
| 4 | Slurry Seal | 91,510 | SY | \$ 2.57 | \$ 235,180.70 | | | | | \$ 2.43 | \$ 222,369.30 | \$ 2.55 | \$ 233,350.50 | \$ 2.60 | \$ 237,926.00 | \$ 1.94 | \$ 177,529.40 |
| 5 | TOTAL | | | | \$ 625,395.20 | | | | | \$ 555,149.30 | | \$ 690,768.00 | | \$ 626,478.00 | | \$ 588,409.30 | |
| Schedule B: Alt Cape Seal | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | \$ 15,040.00 | \$ 15,040.00 | | | | | \$ 14,800.00 | \$ 14,800.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 13,000.00 | \$ - | \$ - |
| 2 | Traffic Control | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | | | | | \$ 8,750.00 | \$ 8,750.00 | \$ 4,400.00 | \$ 4,400.00 | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ - |
| 3 | Chip Seal | 21,940 | SY | \$ 3.95 | \$ 86,663.00 | | | | | \$ 3.00 | \$ 65,820.00 | \$ 4.85 | \$ 106,409.00 | \$ 3.70 | \$ 81,178.00 | \$ 4.64 | \$ 101,801.60 |
| 4 | Slurry Seal | 21,940 | SY | \$ 2.57 | \$ 56,385.80 | | | | | \$ 2.43 | \$ 53,314.20 | \$ 2.55 | \$ 55,947.00 | \$ 2.60 | \$ 57,044.00 | \$ 1.94 | \$ 42,563.60 |
| 5 | TOTAL | | | | \$ 161,088.80 | | | | | \$ 142,684.20 | | \$ 179,756.00 | | \$ 156,222.00 | | \$ 144,365.20 | |
| 6 | TOTAL A&B | | | | \$ 786,484.00 | | | | | \$ 697,833.50 | | \$ 870,524.00 | | \$ 782,700.00 | | \$ 732,774.50 | |
| Schedule C (2024) Crack Seal | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | | | \$ 3,500.00 | \$ 3,500.00 | \$ 1,000.00 | \$ 1,000.00 | | | \$ 5,900.00 | \$ 5,900.00 | \$ - | \$ - |
| 2 | Crack Seal | 30 | TN | \$ 3,193.00 | \$ 95,790.00 | | | \$ 2,400.00 | \$ 72,000.00 | \$ 3,890.00 | \$ 116,700.00 | | | \$ 3,075.00 | \$ 92,250.00 | \$ 3,319.00 | \$ 99,570.00 |
| 3 | TOTAL | | | | \$ 98,790.00 | | | | \$ 75,500.00 | | \$ 117,700.00 | | | \$ 98,150.00 | | \$ 99,570.00 | |
| Schedule D (2025) Crack Seal | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | | | \$ 3,500.00 | \$ 3,500.00 | \$ 1,000.00 | \$ 1,000.00 | | | \$ 5,900.00 | \$ 5,900.00 | \$ - | \$ - |
| 2 | Crack Seal | 30 | TN | \$ 3,191.00 | \$ 95,730.00 | | | \$ 2,450.00 | \$ 73,500.00 | \$ 3,890.00 | \$ 116,700.00 | | | \$ 3,075.00 | \$ 92,250.00 | \$ 3,400.00 | \$ 102,000.00 |
| 3 | TOTAL | | | | \$ 98,730.00 | | | | \$ 77,000.00 | | \$ 117,700.00 | | | \$ 98,150.00 | | \$ 102,000.00 | |
| Schedule E (2024) Striping | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | | | \$ 500.00 | \$ 500.00 | | | | | | | | | | |
| 2 | White Striping | 119,500 | LF | | | \$ 0.135 | \$ 16,132.50 | | | | | | | | | | |
| 3 | Yellow Striping | 197,000 | LF | | | \$ 0.135 | \$ 26,595.00 | | | | | | | | | | |
| 4 | TOTAL | | | | | | \$ 43,227.50 | | | | | | | | | | |
| Schedule F (2025) Striping | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | 1 | LS | | | \$ 500.00 | \$ 500.00 | | | | | | | | | | |
| 2 | White Striping | 119,500 | LF | | | \$ 0.135 | \$ 16,132.50 | | | | | | | | | | |
| 3 | Yellow Striping | 197,000 | LF | | | \$ 0.135 | \$ 26,595.00 | | | | | | | | | | |
| 4 | TOTAL | | | | | | \$ 43,227.50 | | | | | | | | | | |

MATH ERROR CORRECTED
LOWEST BID

Bid Tabulation
 Price City Grounds Spraying
 Project #9C-2024
 Opened Wednesday, March 20th, 2024 @ 2:30 PM

| Schedule A: Price Spray Areas | | | | Debugger | | Castle Valley Landscaping | |
|-------------------------------|----------------------|---------------|------|------------|---------------------|---------------------------|---------------------|
| No. | Item | Est. Quantity | Unit | Unit Price | Total Est. Price | Unit Price | Total Est. Price |
| 1 | Round 1 Mobilization | 1 | LS | XXXXXXXXXX | \$ 13,858.74 | XXXXXXXXXX | \$ - |
| 2 | Spring Spray (Grass) | 239,707 | SY | \$ 0.042 | \$ 10,067.69 | \$ 0.04 | \$ 9,588.28 |
| 3 | Spring Spray (Dirt) | 85,520 | SY | \$ 0.047 | \$ 4,019.44 | \$ 0.05 | \$ 4,276.00 |
| 4 | Round 2 Mobilization | 1 | LS | XXXXXXXXXX | \$ 11,433.57 | XXXXXXXXXX | \$ - |
| 5 | Summer Spray (Grass) | 180,470 | SY | \$ 0.042 | \$ 7,579.74 | \$ 0.04 | \$ 7,218.80 |
| 6 | Summer Spray (Dirt) | 85,520 | SY | \$ 0.047 | \$ 4,019.44 | \$ 0.05 | \$ 4,276.00 |
| 7 | Round 3 Mobilization | 1 | LS | XXXXXXXXXX | \$ 13,858.74 | XXXXXXXXXX | \$ - |
| 8 | Fall Spray (Grass) | 239,707 | SY | \$ 0.042 | \$ 10,067.69 | \$ 0.04 | \$ 9,588.28 |
| 9 | Fall Spray (Dirt) | 85,520 | SY | \$ 0.047 | \$ 4,019.44 | \$ 0.05 | \$ 4,276.00 |
| Grand Total | | | | | \$ 78,924.50 | | \$ 39,223.36 |

| Schedule B: Price/Wellington Canal Spraying | | | | Debugger | | Castle Valley Landscaping | |
|---|---------------------|---------------|------|------------|------------------|---------------------------|---------------------|
| No. | Item | Est. Quantity | Unit | Unit Price | Total Est. Price | Unit Price | Total Est. Price |
| 1 | Spring Mobilization | 1 | LS | XXXXXXXXXX | | XXXXXXXXXX | \$ - |
| 2 | Spring Spraying | 29,300 | SY | | | \$ 0.133 | \$ 3,896.90 |
| 3 | Summer Mobilization | 1 | LS | XXXXXXXXXX | | XXXXXXXXXX | \$ - |
| 4 | Summer Spraying | 29,300 | SY | | | \$ 0.133 | \$ 3,896.90 |
| 5 | Fall Mobilization | 1 | LS | XXXXXXXXXX | | XXXXXXXXXX | \$ - |
| 6 | Fall Spraying | 29,300 | SY | | | \$ 0.133 | \$ 3,896.90 |
| Grand Total | | | | | | | \$ 11,690.70 |

Lowest Bid

SIGN-IN SHEET

Price City Grounds Spraying

PROJECT #9C-2024

THURSDAY, MARCH 20, 2024 @ 2:30 p.m.

| Print Name | Company/Organization | Email | Phone Number |
|--------------------|-----------------------|--|---------------|
| Kathy Sherman | Price City | kathys@priceutah.net | 435-637-5010 |
| John Procarione | " " | johnp@priceutah.net | " " |
| Roy Anderson | CVL | lndscape @ Emerst telecom .net | 435-820-4370 |
| Justin Bunn | DeBugger Pest Control | debuggerpestcontrol@outlook.com | 435-630-0653 |
| Robby Matkin | Price City | Robblym@priceutah.net | 435 820 0703 |
| Miles Nelson | Price City | milesn@priceutah.net | (435)637 5010 |
| Charlie Westbrooke | Price City | CharlieW@PriceUtah.net | 637-5010 |
| Scott Olson | Price City | scott@priceutah.net | 637-5010 |
| | | | |
| | | | |
| | | | |

**Price City Grounds Spraying 9C-2024
Bid Opening March 20, 2024**

| Company | Schedule A | Schedule B |
|--------------------------------------|------------------------|------------------------|
| DaBuggers | \$78,924.49 | |
| Castle Valley Landscaping | \$39,223.31 | \$11,690.70 |
| | | |
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AGREEMENT
Price Municipal Corporation – Price City Spraying Project #9C-2024

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Castle Valley Landscaping, Inc.
- B. Address: PO Box 1494, Price Utah 84501
- C. Telephone Number: (435)820-4370

1.2 OWNER

- A. The name of the OWNER is **Price Municipal Corporation (DBA Price City)**.

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the project of:

Spraying dirt, grass and canal areas within Price City limits.

- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the completion of the PROJECT described herein.

Apply approved fertilizer, pesticide, herbicide and soil conditioner through various times of the 2024 year.

1.4 PUBLIC WORKS DIRECTOR

- A. Price City Designee, the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the OWNER/ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Schedule A: Price Spray Areas

Round One – Spring

Round Two – Summer

Round Three – Fall

Schedule B: Price/Wellington Canal Spraying

Round One – Spring

Round Two – Summer

Round Three - Fall

- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:

Schedule A: Thirty-nine thousand two hundred twenty-three dollars and thirty-six cents - \$39,223.36

Schedule B: Eleven thousand six hundred ninety dollars and seventy cents - \$11,690.70

Total Award: Fifty thousand nine hundred fourteen dollars and six cents - \$50,914.06

2.2 CONTRACT TIME

- A. The Work will be completed 182 calendar days after *April 1st, 2024*, or from the first day of work on the Project within the current calendar year.

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions under the APWA Specification 2017 Edition. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

One thousand dollars and Zero cents (\$ 1,000.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Part 14 Paragraph 14.5 of the General Conditions under the APWA Specification 2017 Edition.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the OWNER’S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER’S right to recover the full amount of such damages. Two Hundred dollars and Zero cents (\$ 200.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER’S prior written authorization.

- B. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.4 PAYMENT

- A. OWNER shall submit to the CONTRACTOR Applications for Payment. Applications for Payment will be processed by the OWNER.

2.5 CONTRACT DOCUMENTS

- A. The following documents are the complete Bid Package:
All documents are attached to this Agreement.
- B. Other Documents which are applicable to this Agreement are:
 - a. APWA 2017 Manual of Standard Specifications

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the 1st day of April, 2024.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Jaci Adams

Title: City Recorder

SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

PRICE CITY GROUNDS SPRAYING

PROJECT NUMBER 9C-2024

Bid Opening Thursday, March 20th, 2024 at 2:30 PM
PRICE MUNICIPAL CORP | 432 WEST 600 SOUTH, PRICE UTAH

Bid Advertisement
Price Municipal Corporation

Sealed Bid Proposals for **Price City Grounds Spraying #9C-2024** will be received by Price City in the hands of the Public Works Secretary, Public Works Complex Dome A, 432 West 600 South, Price, Utah 84501, until **2:30 P.M. on Wednesday, March 20th, 2024**. The principal items of work are approximately 311,045 Square Yards of spraying fertilizing with an active herbicide, insecticide and soil conditioner during certain times of the year. Bidding documents may be examined and obtained at the Price City Public Works Complex, 432 West 600 South; (435-637-5010).

Dated: February 23, 2024

To be published February 28th and March 6th, 2024

PROJECT SCOPE

Apply approved fertilizer, pesticide, herbicide and soil conditioner within Mapped Area (see Maps).

PROJECT BID OPENING

Bid opening will be on Wednesday, March 20th, 2024 at 2:30 PM at the Price City Public Works, located at 432 West 600 South, Price Utah.

PROJECT DESCRIPTION

SCHEDULE A: PRICE CITY SPRAY AREAS

Apply fertilizer, pesticide, herbicide and soil conditioner to the areas indicated on the maps following the spraying times as listed below.

Round One – Spring (**All work start date April 8th**)

- Apply fertilizer and grass safe pre-emergent herbicide to all grass areas indicated on the maps.
- Apply pre-emergent herbicide, herbicide, glyphosate and 2-4-d to all dirt areas on the maps.

Round Two – Summer (**All work start date July 1st**)

- Apply fertilizer, insecticide and grass safe herbicide, to all grass areas indicated on the maps.
- Apply herbicide, glyphosate and 2-4-d to all dirt areas on the maps.

Round Three – Fall (**All work start date September 9th**)

- Apply fertilizer, soil conditioner, and grass safe herbicide to all grass areas indicated on the maps.
- Apply herbicide, glyphosate and 2-4-d to all dirt areas on the maps.

Schedule will be awarded separately.

SCHEDULE B: PRICE/WELLINGTON CANAL SPRAYING

Round One – Summer (April)

- Apply herbicide to all canal areas indicated on the maps.

Round Two – Summer (June or July)

- Apply herbicide to all canal areas indicated on the maps.

Round Three – Fall (September or October)

- Apply herbicide to all canal areas indicated on the maps.

Schedule will be awarded separately.

CONTRACT TIME FOR SCHEDULE A

- ***All applications must be completed within 30 Calendar Days of start dates.***

CONTRACT TIME FOR SCHEDULE B

- **All application must be completed within the indicated month with a Work completion of 14 days.**

CONTRACTOR RESPONSIBILITY

- Spray all MAP AREAS (see below).
- Contractor shall notify Price City a minimum of **24 hours** before **any** spraying.
- All spraying treatment shall be applied according to all local, state and federal requirements and regulations.
- All spraying treatment shall be applied at the recommended amounts to ensure the highest success rates.
- Contractor shall protect adjacent properties, waterways and airways.
- Contractor shall only spray when ideal conditions exist.
- Contractor shall be responsible for all labor, supplies and equipment needed to complete the spraying.
- Contractor shall be responsible for securing the job site at the end of the day (securing gates, fences, equipment and supplies).
- Contractor shall use all necessary traffic control devices when working in the public right of way and follow the current MUTCD for traffic control.
- Contractor shall utilize all necessary and required safety precautions to include personal protective equipment (PPE), first aid supplies and training. Incorporate all safety features and safe guards.
- Contractor shall have the capacity to clean up any hazardous spills.

CONTRACTOR SUBMITTALS WITH BID

- Contractor shall supply a copy of their current and all appropriate license(s) for the application of the spraying treatments.
- Contractor shall supply a copy of their current liability and workmen compensation insurance.
- Bid Form (see below).
- Contractor shall submit their bid in a sealed envelope and labeled with the words 'PRICE GROUNDS SPRAYING 9C-2024'. Envelope can be hand delivered to the Price City Public Works Office located at 432 West 600 South or can be sent US Mail to Price City Public Works, Attn: Kathy Sherman, 432 West 600 South, Price Utah 84501. **Do not** send bid envelope by facsimile, Fed-Ex, UPS or similar freight service.

BID FORM

| Schedule A: Price Spray Areas | | | | | |
|--------------------------------------|--------------------------|--------------------|------|------------|-----------------------|
| No | Item | Estimated Quantity | Unit | Unit Price | Total Estimated Price |
| 1 | Round One Mobilization | 1 | LS* | XXXXXXXX | |
| 2 | Spring Spraying (Grass) | 239,707 | SY* | | |
| 3 | Spring Spraying (Dirt) | 85,520 | SY* | | |
| 4 | Round Two Mobilization | 1 | LS* | XXXXXXXX | |
| 5 | Summer Spraying (Grass) | 180,470 | SY* | | |
| 6 | Summer Spraying (Dirt) | 85,520 | SY* | | |
| 7 | Round Three Mobilization | 1 | LS* | XXXXXXXX | |
| 8 | Fall Spraying (Grass) | 239,707 | SY* | | |
| 9 | Fall Spraying (Dirt) | 85,520 | SY* | | |
| 10 | Grand Total | | | | |

***LS= LUMP SUM, SY = SQUARE YARD**

Schedule will be awarded separately.

Spraying Quantities maybe adjusted based on budget restrictions.

| Schedule B: Price/Wellington Canal Spraying | | | | | |
|--|---------------------|--------------------|------|------------|-----------------------|
| No | Item | Estimated Quantity | Unit | Unit Price | Total Estimated Price |
| 1 | Spring Mobilization | 1 | LS* | XXXXXXXX | |
| 2 | Spring Spraying | 29,300 | SY* | | |
| 3 | Summer Mobilization | 1 | LS* | XXXXXXXX | |
| 4 | Summer Spraying | 29,300 | SY* | | |
| 5 | Fall Mobilization | 1 | LS* | XXXXXXXX | |
| 6 | Fall Spraying | 29,300 | SY* | | |
| Grand Total | | | | | |

***LS= LUMP SUM, SY = SQUARE YARD**

Schedule will be awarded separately.

Spraying Quantities maybe adjusted based on budget restrictions.

Note:

- 1) The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

- 2) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

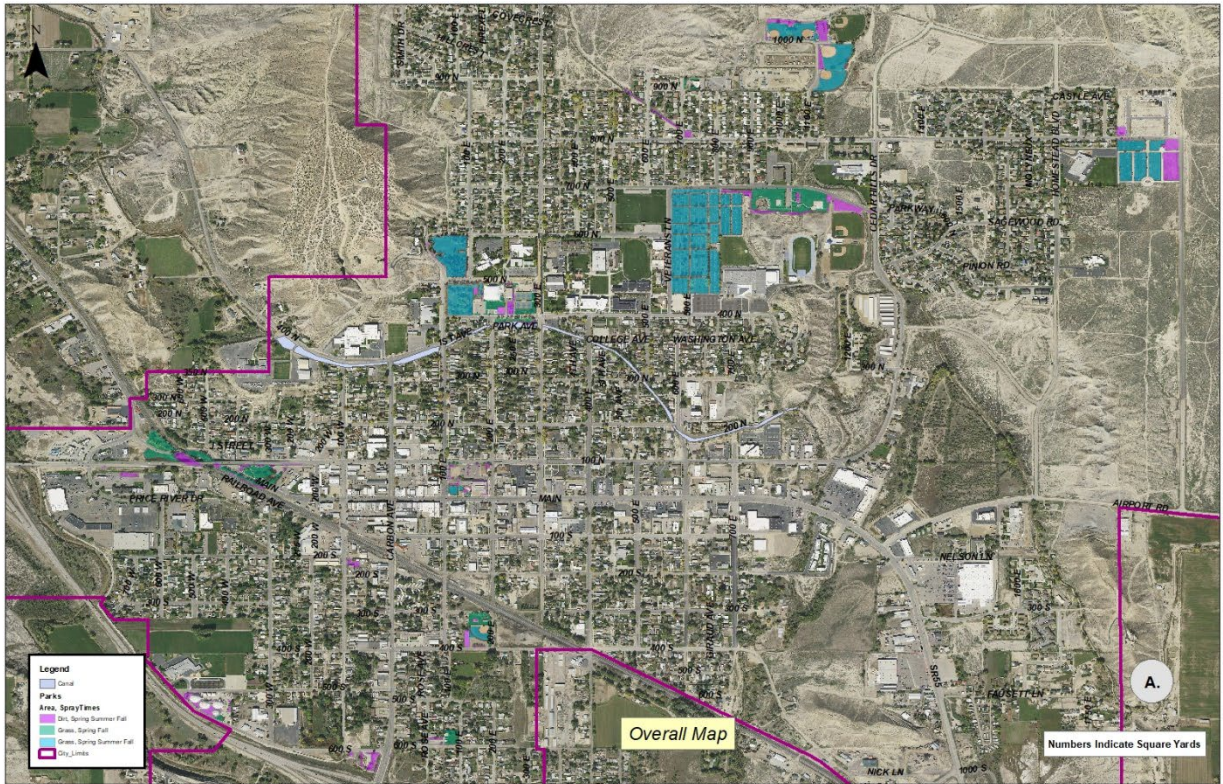


MAPS



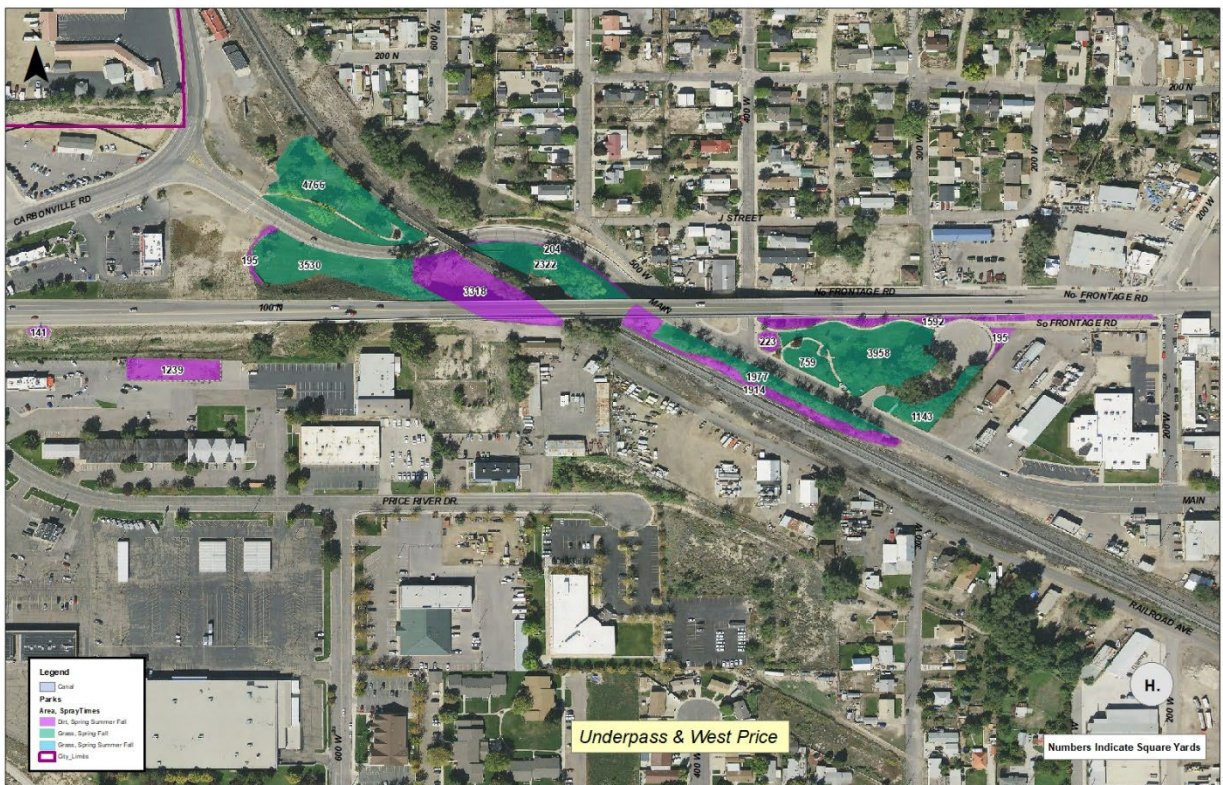
Larger Printed Maps Are Available Upon Request

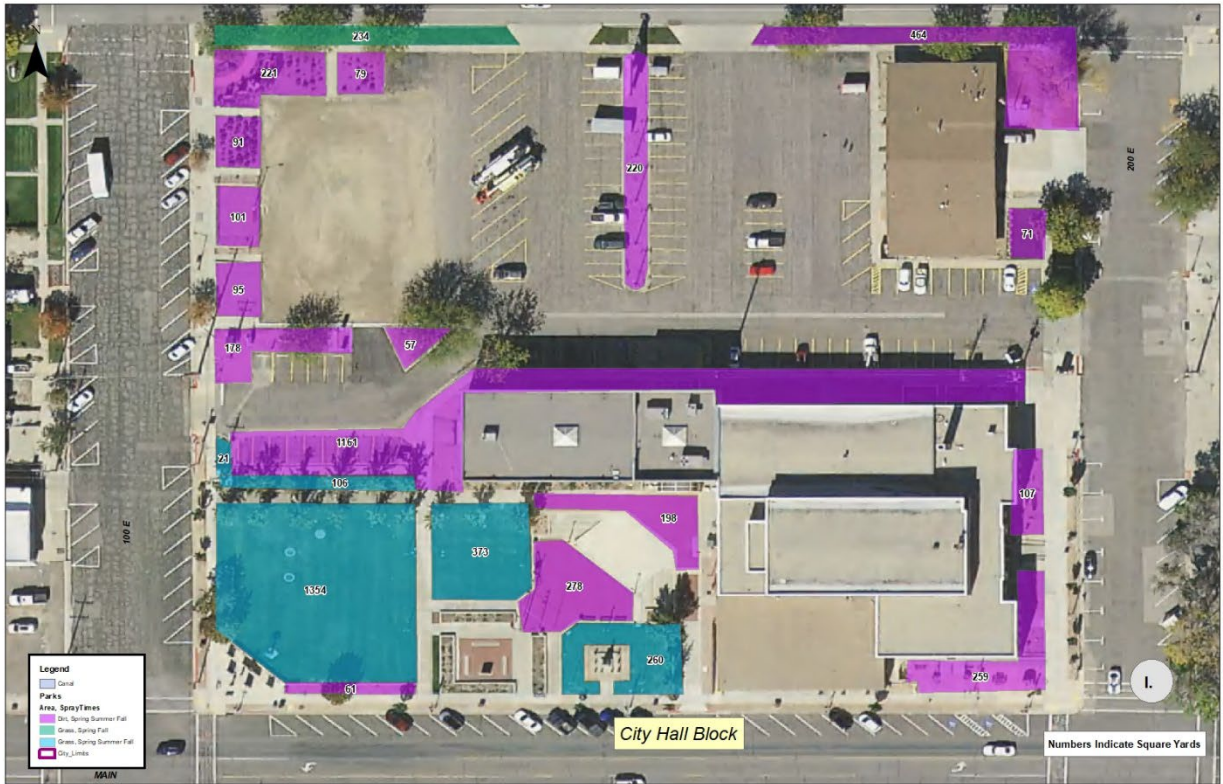
- A. Over All Map
- B. Atwood Baseball Complex
- C. Flood Ditch and Police Department
- D. Cove Basin Park
- E. Main Parks
- F. Price Cemetery, Dino and Skate Parks
- G. Cliffview Cemetery
- H. Underpass & West Price
- I. City Hall Block
- J. South Park
- K. Public Works Complex
- L. River Trail (All Sections)
- M. Rose Park
- N. Wood Shop
- O. Canal Area 1
- P. Canal Area 2
- Q. Canal Area 3



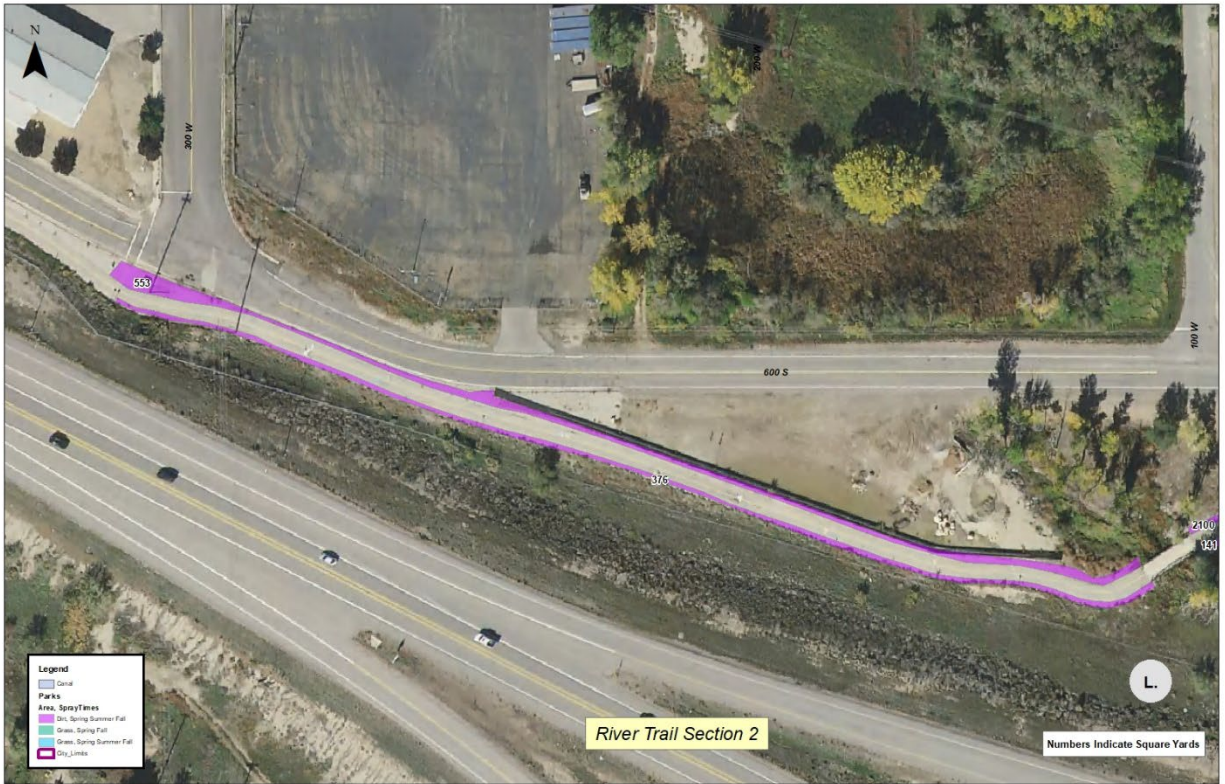


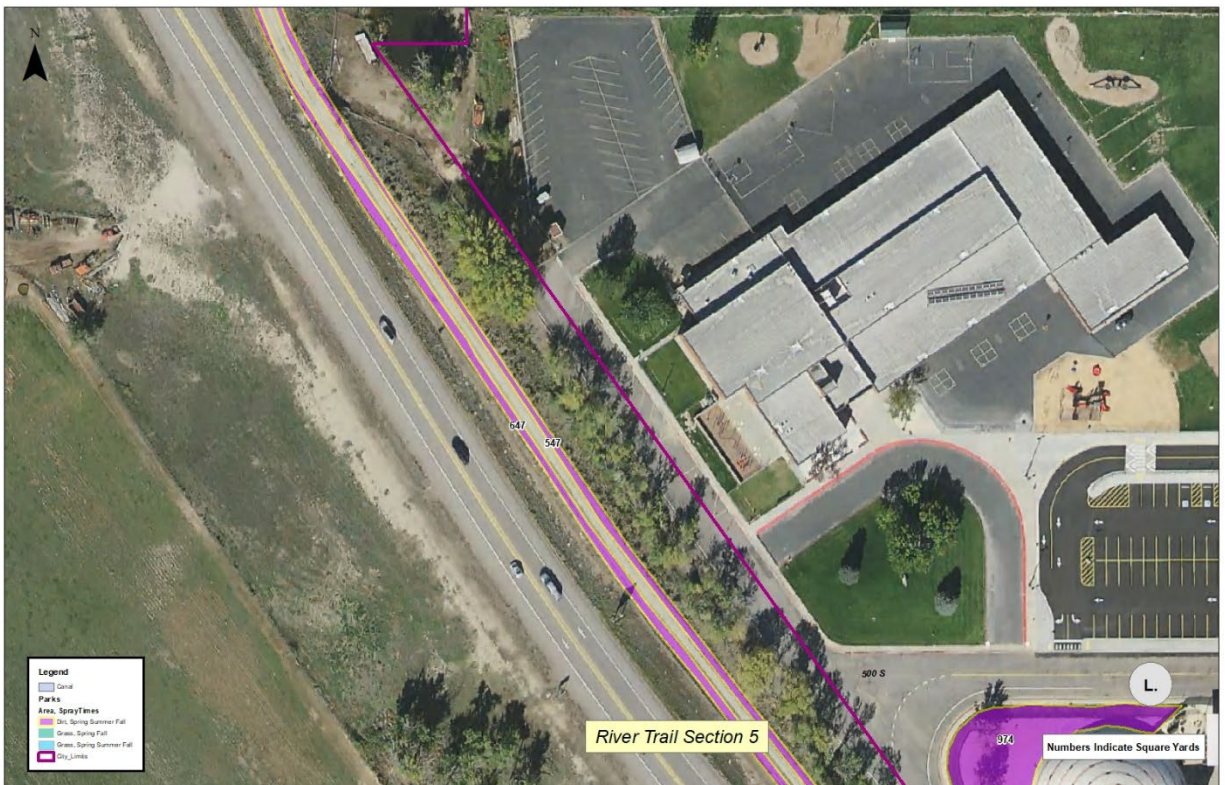


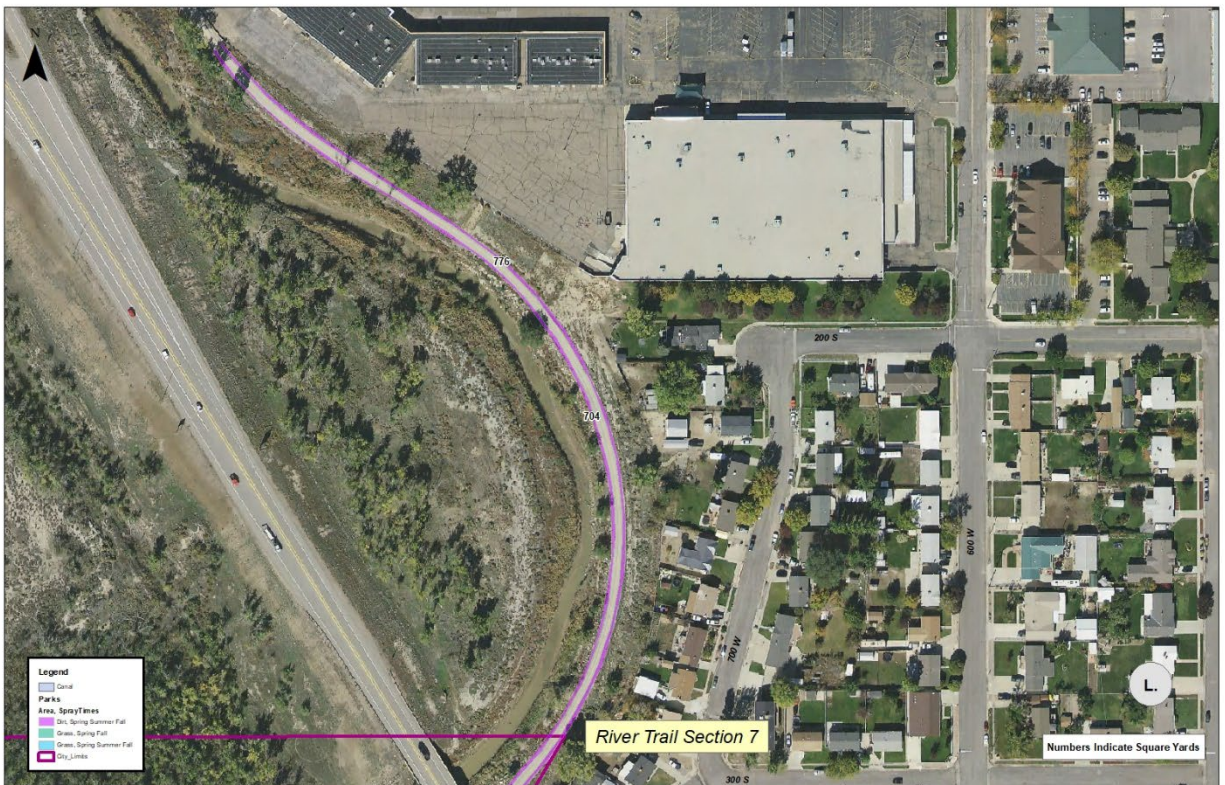
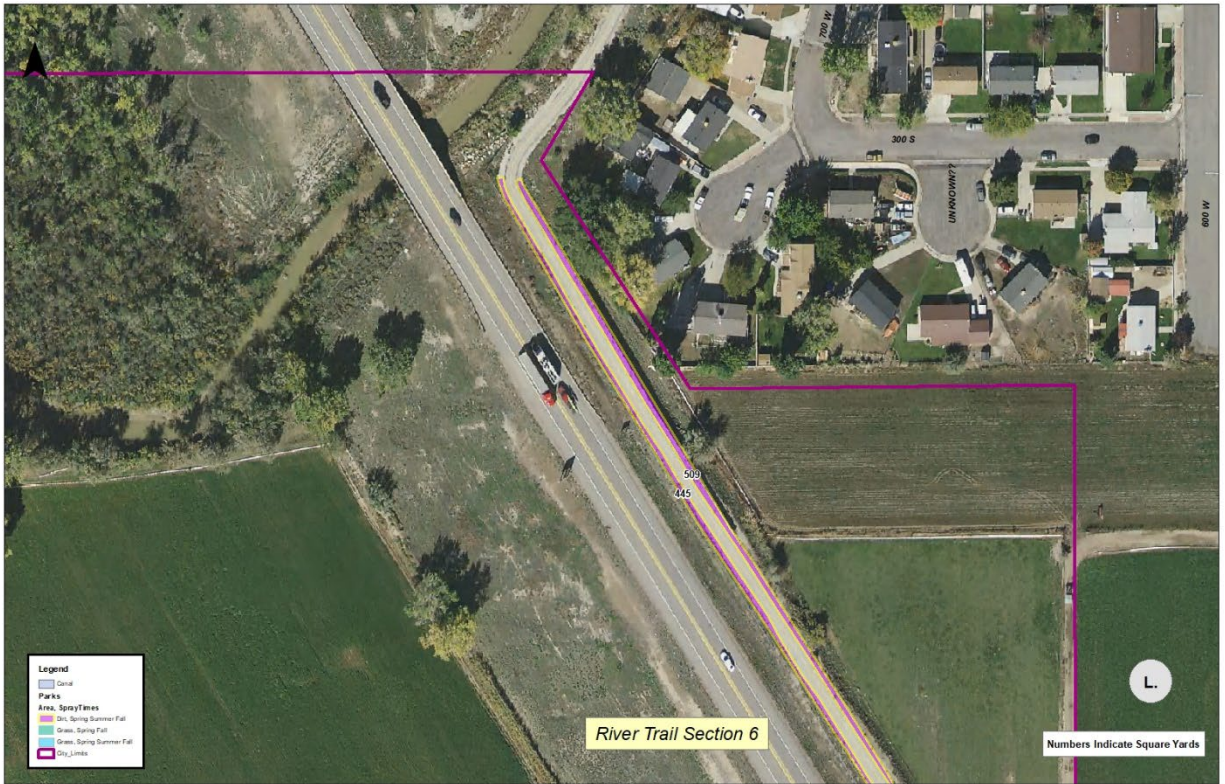


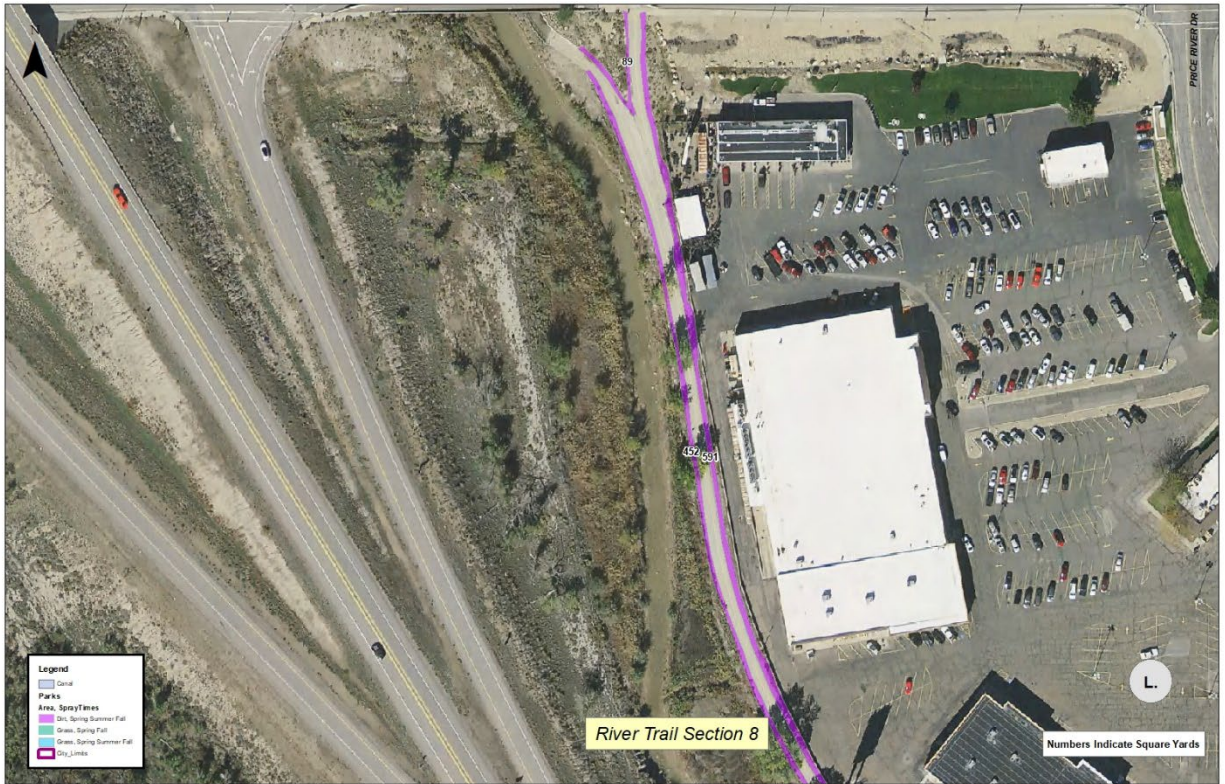
















UPPER COLORADO RIVER BASIN SYSTEM CONSERVATION IMPLEMENTATION AGREEMENT

This System Conservation Implementation Agreement (“SCIA”) is entered into this 1st day of April 2024 (“Effective Date”), by and between the Upper Colorado River Commission (“UCRC”), acting through the officials executing this Agreement and Price Municipal Corporation, (“Contractor”), each being referred to individually as “Party” or collectively as the “Parties.”

In consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Parties

- 1.1 The UCRC was created by the Upper Colorado River Basin Compact (“Upper Basin Compact”) among the states of Arizona, Colorado, New Mexico, Utah, and Wyoming on October 11, 1948, and consented to by Congress in the Act of April 6, 1949 (63 Stat. 31, Chapter 48).
- 1.2 The Contractor is an Upper Division Water User proposing to voluntarily reduce consumptive use of Colorado River System water pursuant to the terms of this Agreement.

2. Authority

- 2.1 The UCRC is acting pursuant to authority granted under Article VIII of the Upper Basin Compact, which authorizes the UCRC to, among other things, perform all functions required by the Upper Basin Compact and do all things necessary, proper or convenient in the performance of its duties either independently or in cooperation with any state or federal agency. Pursuant to these authorities and Article X.2 of the UCRC By-Laws, the UCRC executed an agreement Regarding the Funding of a Temporary Colorado River System Conservation Pilot Program in the Upper Colorado River Basin (“Funding Agreement”) with the United States Bureau of

Reclamation on January 6, 2024. Under this legal authority, the undersigned UCRC's designated representative has the authority to execute this SCIA and any related instruments on behalf of the UCRC.

2.2 The Contractor hereby warrants that the individual executing this SCIA on behalf of the Contractor has the full legal power and authority to do so and to bind the Contractor to the terms herein. The Contractor further warrants that by executing this SCIA, it agrees to meet any and all of its obligations under this SCIA and any exhibits.

3. Consideration

The parties acknowledge that the mutual promises and covenants contained herein are sufficient consideration.

4. Purpose

The purpose of this SCIA is to implement a Project approved for inclusion in the System Conservation Pilot Program ("Pilot Program") in order to mitigate the impacts of the long-term drought. Water conserved pursuant to approved Pilot Program Projects does not accrue to the benefit or use of any individual water user.

5. References

All references in this SCIA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

6. Definitions

The following definitions shall apply for purposes of this SCIA only.

- 6.1 “Agent” means third parties, if any, engaged by the Contractor to aid in performance of its obligations.
- 6.2 “Colorado River Compact” means the document signed on November 24, 1922, at Santa Fe, New Mexico, pursuant to an act of Congress approved August 19, 1921 (42 Stat. 171).
- 6.3 “Colorado River System” shall have the same meaning as set forth in the Colorado River Compact.
- 6.4 “Consumptive Use” means the man-made diversions of water from the Colorado River System, less any return flow to the river system of water that is available for Consumptive Use in the Upper Basin.
- 6.5 “Evaluation” or “Evaluate” means the UCRC evaluating the results of the Pilot Program and reporting those results to Reclamation.
- 6.6 “Funding Agreement” means Reclamation Agreement No. 23-SCPP-40-946 between Reclamation and the UCRC executed January 6, 2023, as amended, which lays out the conditions pursuant to which the UCRC will receive funding from Reclamation to implement the Pilot Program.
- 6.7 “Pilot Program” means the pilot program identified and funded through the Funding Agreement and described in that Funding Agreement and its attachments.
- 6.8 “Project” means the actions taken by the Contractor to reduce Consumptive Use pursuant to the terms of this SCIA.
- 6.9 “Reclamation” means the United States Bureau of Reclamation.
- 6.10 “System Conservation” means a voluntary reduction of Consumptive Use of Colorado River water that can be estimated or measured. System Conservation does not include: (i) measures implemented by an Upper

Division Water User to meet Consumptive Use reduction obligations under any transfer, acquisition, or conservation agreement with another party, (ii) implemented for monetary payment or other valuable consideration from any third party not a signatory to this SCIA, or (iii) efforts that are voluntarily, administratively or judicially ordered to be undertaken by an Upper Division Water User for purposes other than System Conservation.

- 6.11 "SCIA" means this System Conservation Implementation Agreement, including its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this SCIA, and any future modifying agreements, exhibits, or other attachments.
- 6.12 "Upper Basin" means those parts of the states of Arizona, Colorado, New Mexico, Utah, and Wyoming within and from which waters naturally drain into the Colorado River System above Lee Ferry, and also all parts of said states located without the drainage area of the Colorado River System which are now or shall hereafter be beneficially served by waters diverted from the System above Lee Ferry, as defined in the Colorado River Compact.
- 6.13 "Upper Division Water User" means a person or entity within an Upper Division State that has an existing authorization under applicable state law to divert Colorado River System water for beneficial uses. Upper Division Water Users shall also include Native American Tribes or Tribal entities within an Upper Division State that have an existing authorization under applicable state law to divert and use Colorado River System water.
- 6.14 "Verification" or "Verify" means confirmation that the action(s) proposed by the Contractor and agreed to under this SCIA have been taken, as further described in Exhibit A to this SCIA, Verification Plan.
- 6.15 "Work" means Project, tasks, and any other activities the Contractor is required to perform to fulfill its obligations under this SCIA, including Exhibit A – Verification Plan.

7. Term

7.1 Effective Date and Termination Date: The term of this SCIA shall commence on the Effective Date indicated on page 1 above and terminate on January 1, 2025, unless sooner terminated or extended as provided for below.

7.2 Work Commencement: The Parties' respective performance under this SCIA shall commence on the Effective Date.

8. Warranties and Representations

The Contractor represents, warrants, and acknowledges the UCRC's reliance on the following representations and warranties:

8.1 Rights to Use Water and Property:

- i. The Contractor has the legal right and authority to use the subject water and property described in Section 9 below under Utah law to perform the Contractor's obligation under this SCIA. To the best of the Contractor's knowledge, no legal impediment exists regarding the Contractor's ability to perform the Contractor's obligations under this SCIA; and
- ii. There is no known or anticipated claim, nor any known or anticipated action or proceeding before any court, tribunal, or other body, that could affect the Contractor's right, title, and/or interest to the water or the land that are the subject of this SCIA.

8.2 Contractor's Use of the Water: But for the Contractor's participation in this SCIA and the Pilot Program, the Contractor would otherwise divert the water that is the subject of this SCIA for consumptive use during the time period identified in the terms of this SCIA.

- 8.3 Contractor Obligated to Submit Correct Information: All information submitted by the Contractor in the proposal and application to the Pilot Program and provided in support of this SCIA is true and correct to the best of the Contractor’s knowledge as of the time of submittal and as of the Effective Date. If the Contractor should discover that any information submitted in the proposal, application or in the SCIA has become incorrect, the Contractor has a duty to immediately inform the UCRC in writing regarding what information is incorrect and the date on which the Contractor discovered that the information was incorrect. Following such communication, the UCRC and the Contractor will meet to discuss next steps with respect to this SCIA in light of the Contractor’s communication.
- 8.4 Standard and Manner of Performance: The Contractor’s performance hereunder shall comply with all applicable federal and state laws and the Contractor shall provide that any subcontracts be governed by the laws of the state in which the subject property is located.
- 8.5 Licenses, Permits, Etc.: As of the Effective Date of this SCIA, the Contractor must have, and at all times during the term hereof, shall maintain, at its sole expense, all rights, decrees, licenses, certifications, approvals, insurance, permits, and other authorizations, if any, required by law to perform its obligations hereunder including the payment of any assessments due. The Contractor must do so without reimbursement by the UCRC or other adjustment in any payment made to the Contractor under this SCIA. Additionally, all employees or Agents of the Contractor performing Work under this SCIA shall hold, at all times during performance under this SCIA, all required licenses or certifications, if any, to perform their responsibilities. The Contractor, if a foreign corporation or other foreign entity transacting business in the state(s) of Colorado, New Mexico, Utah, and/or Wyoming further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the state where the Project is located and has designated a registered agent in the state in which the subject property is located to accept service of process. Any revocation, withdrawal, or non-renewal of licenses, certifications,

approvals, insurance, permits, or any such similar requirements necessary for the Contractor to properly perform the terms of this SCIA is a material breach by the Contractor and constitutes grounds for termination of this SCIA.

8.6 Contractor Compliance with Existing Laws and Legal Obligations: Upon execution by all Parties, this SCIA is a legal and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms. The Contractor agrees and warrants that this SCIA does not violate any provision of any other agreement to which the Contractor is a party or to which the Contractor is subject. The Contractor's agreement to conserve water as part of the Pilot Program does not and will not violate applicable laws or recorded documents affecting the water and property described in Section 9 below.

8.7 Insurance: The Contractor represents and warrants that it has obtained and will maintain general liability insurance coverage on the property where the Project is located for the term of this SCIA. The Contractor shall provide proof of such insurance to the UCRC upon request.

9. Statement of Work

9.1 Contractor Information Required

- i. Subject Water: The water that is the subject of this Contract is/has been previously used pursuant to the following court decrees and/or permits on file with the State of Utah Division of Water Rights, as shown in the table below:

Water Rights Information:

| Water Right Number | Owner | Priority Date | Period of Use | Certificate Number | Certificate Owner | Number of Shares | Volume Per Share (acre-feet) | Diversion at 100% Delivery (acre-feet) | Total Diversion at 100% Delivery (acre-feet) |
|--------------------|--------------------------------|---------------|---------------|--------------------|-----------------------------|------------------|------------------------------|--|--|
| 91-307 | Allred Ditch Company | 1874 | 4/1 - 10/31 | 49 | Price City | 4122.12 | 4 AF / 33.3 shares | 495.15 | 2003.76 |
| 91-1818 | Allred Ditch Company | 8/30/1906 | 4/1 - 10/31 | | | | | | |
| 91-1819 | Allred Ditch Company | 1907 | 4/1 - 10/31 | | | | | | |
| 91-1793 | Price Water Company | 8/30/1906 | 4/1 - 10/31 | 2024 | Price Municipal Corporation | 5807.57 | 4 AF / 33.3 shares | 697.61 | |
| 91-1794 | Price Water Company | 1907 | 4/1 - 10/31 | | | | | | |
| 91-306 | Price Water Company | 1874 | 4/1 - 10/31 | | | | | | |
| 91-304 | Pioneer Canal Company Number 1 | 1874 | 4/1 - 10/31 | 931 | Price City | 147.00 | 4.00 | 588.00 | |
| 91-1423 | Pioneer Canal Company Number 1 | 8/30/1906 | 4/1 - 10/31 | | | | | | |
| 91-1424 | Pioneer Canal Company Number 1 | 1907 | 4/1 - 10/31 | | | | | | |
| 91-1152 | Pioneer Canal Company Number 2 | 3/21/1905 | 3/1 - 11/30 | 230 | Price City | 223.00 | 1.00 | 223 | |
| 91-1425 | Pioneer Canal Company Number 2 | 8/30/1906 | 3/1 - 11/30 | | | | | | |

ii. Contractor Use of Subject Water: The Contractor typically leases their shares in Allred Ditch Company, Price Water Company, Pioneer Canal Company Number 1, and Pioneer Canal Company Number 2 to agricultural users in the Price-Wellington Canal Service Area.

iii. Project: As part of the Upper Colorado River Basin System Conservation Pilot Program, from April 1, 2024 through October 31, 2024, the Contractor will not lease the following shares to agricultural users in the Price-Wellington Canal Service Area:

- a. Allred Ditch Company - 4,122.12 shares
- b. Pioneer Canal Company Number 1 - 147 shares
- c. Pioneer Canal Company Number 2 - 217 shares
- d. Price Water Company – 2,904 shares.

These shares are the “participating shares”. Instead, the participating shares will be delivered through the Price-Wellington Canal and

returned to the Price River. The estimated conserved Consumptive Use for the Project is 1,059 acre-feet.

- iv. Right of Entry: The Contractor agrees that after providing the Contractor at least twenty-four hours' notice, the staff, designees or agents of the UCRC, who may be accompanied by one or more representative of the state where the Project takes place, will have the right to access and enter the subject property to Verify and Evaluate the results of the Project as specified in this SCIA, and as provided in the Verification Plan (Exhibit A).

9.2 Verification

- i. The UCRC will Verify that the Project is performed consistently with the terms of this SCIA and Exhibit A, Verification Plan, with the assistance of its staff, designees or agents, and/or representatives of the state where the Project is located.
- ii. At the request of the UCRC, the Contractor agrees that, after completion of the Project, the Contractor will provide the UCRC additional information related to the Project and/or access to the Project site at reasonable times and upon at least twenty-four hours' notice as needed to aid in developing any final reports for the Pilot Program. This provision survives termination of this SCIA until completion of the Pilot Program.
- iii. The Contractor agrees to document the amount of anticipated conserved Consumptive Use as described in Exhibit A, Verification Plan.

10. Payments to Contractor

- 10.1 Compensation: The Contractor will be paid a maximum of \$158,820.00 for implementation of the Project, as follows: Compensation in exchange for

implementation of the Project pursuant to this SCIA will be paid by the UCRC from the funds the UCRC receives from Reclamation for the Pilot Program, pursuant to the Funding Agreement. The Contractor will be paid \$79,410.00 within sixty days of the Effective Date, and \$79,410.00 no later than sixty days after completion of the Project if the Project was completed according to the terms of this SCIA and in compliance with the Verification Plan, Exhibit A, as confirmed to the UCRC’s satisfaction. Payments will be mailed to Contractor at the following address:

Price Municipal Corporation
 432 W 600 S
 Price, Utah 84501

- 10.2 Available Funds—Contingency—Termination: The expenditure or advance of any money or the performance of any obligation by the UCRC under this SCIA shall be contingent upon the UCRC’s receipt of funds from Reclamation. If no funds or insufficient funds are provided by Reclamation or received by the UCRC for payment to the Contractor, either Party may terminate the Agreement, and no monetary or other liability shall accrue to the UCRC.

- 10.3 Conditions of Payment: Following the initial payment pursuant to Section 10.1, the UCRC shall make the final payment to the Contractor pursuant to Section 10.1 only upon determination by the UCRC that (i) the Contractor has fulfilled all of the requirements of this SCIA and (ii) the water that is the subject of this SCIA was legally or physically available for Contractor to consumptively use during the term of this SCIA. If the UCRC determines that the Contractor has not complied with any of the requirements of this SCIA and Exhibit A, Verification Plan, the UCRC has the option to holdback full or partial payment, at the UCRC’s sole discretion, until the Contractor has cured the non-compliance to the UCRC’s satisfaction. If the UCRC determines that the water that is subject to this SCIA was not legally or physically available during the term of this SCIA, the UCRC has the option to forego all or a portion of the final payment.

10.4 Reimbursement for Erroneous Payments: If the Contractor is paid by the UCRC for progress and/or completion of the Project contemplated in Section 9, and Exhibit A, Verification Plan, that the Contractor subsequently fails to complete, the Contractor agrees to reimburse the UCRC for such overpayment within 30 days of receipt of a bill for collection from the UCRC.

10.5 Adjustment for Errors: The UCRC has the authority to make any adjustments to payments if it discovers an error has been made in prior payments.

11. Contractor Reporting – Notification

Reports and notifications required of the Contractor to be submitted to the UCRC shall be in accordance with procedures prescribed by the UCRC.

11.1 Contractor Reporting: Upon completion of the Project, or sooner if provided in Exhibit A, Verification Plan, the Contractor shall submit to the UCRC information sufficient to confirm that the Contractor has performed each requirement described in Exhibit A, Verification Plan.

11.2 Litigation Reporting: Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to this SCIA or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the UCRC, in writing, of such action and deliver copies of such pleadings to the UCRC's representative as identified herein.

11.3 Noncompliance: The Contractor's failure to provide required information and notifications to the UCRC in a timely manner in accordance with this Section 11 and Section 28 may result in the delay of payment of funds and/or termination as provided under this SCIA.

11.4 Contractor Agents: To the extent that Contractor enters into agreement(s) or relationship(s) with Agents in the course of performance under this SCIA that could affect performance under this SCIA, Contractor shall notify the UCRC of the agreement and/or relationship. Copies of any and all written agreements entered into by the Contractor to perform its obligations hereunder shall be submitted to the UCRC. Any and all agreements entered into by the Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such agreements be governed by the laws of the state in which the subject property is located.

11.5 W-9 and Tax Documentation: Within fourteen days of the Effective Date of this SCIA, the Contractor shall provide the UCRC a fully executed Internal Revenue Service Form W-9, including a Taxpayer Identification Number or Employer Identification Number, as applicable. A blank W-9 form is provided to Contractor at the time of execution of this SCIA.

12. Contractor Records

The Contractor shall make, keep, maintain, and, upon request, provide to the UCRC or its agents or designees a complete file of all materials or records required in Exhibit A, Verification Plan. This provision survives termination of this SCIA until completion of the Pilot Program.

13. Breach

13.1 Breach Defined: In addition to any breaches specified in other sections of this SCIA, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for the Contractor or any of its property, which is not vacated or fully stayed within

twenty (20) days after the institution of occurrence thereof, shall also constitute a breach.

- 13.2 Notice and Cure Period: In the event of a breach, the non-breaching Party shall give written notice of the breach to the other Party. If a breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the UCRC may exercise any of the remedies listed in Section 13. Notwithstanding anything to the contrary herein, the UCRC, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this SCIA in whole or in part if reasonably necessary to preserve public safety.
- 13.3 Remedies Generally: If the Contractor is in breach under any provision of this SCIA, the UCRC shall have all of the remedies listed in Section 13 in addition to all other remedies set forth in other sections of this SCIA following the notice and cure period set forth in Section 13.2. The UCRC may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.
- 13.4 Payments and Reimbursements: If the Contractor is in breach, the UCRC shall reimburse the Contractor only for Work performed in accordance with this SCIA prior to the date of the breach and Work performed in accordance with this SCIA after the date of the breach to the extent it is accepted by the UCRC. If the UCRC is in breach by delayed payment, upon written notice from the Contractor the UCRC shall remedy and not be required to pay interest on the delayed payment.
- 13.5 Termination for Breach: If the Contractor fails to cure a breach, the UCRC may elect to terminate this SCIA. If the UCRC elects to terminate this SCIA, the UCRC shall deliver a termination notice to the Contractor in accordance with Section 28.1.

- 13.6 Obligations and Rights: After the date of a termination notice, and to the extent specified in such termination notice, the Contractor shall not engage in any Work, incur further obligations, or render any further performance hereunder. Upon receipt of a termination notice, the Contractor shall also terminate outstanding orders and subcontracts with third parties. However, the Contractor shall complete and deliver to the UCRC all Work not cancelled by the termination notice and may incur all obligations as are necessary to do so within this SCIA's terms.
- 13.7 Damages and Withholding: Notwithstanding any other remedial action by the UCRC, the Contractor shall remain liable to the UCRC for any damages sustained by the UCRC by virtue of any breach under this SCIA by the Contractor and the UCRC may withhold any payment to the Contractor for the purpose of mitigating the UCRC's damages, until such time as the exact amount of damages due to the UCRC from the Contractor is determined. The UCRC may withhold any amount that may be due the Contractor as the UCRC deems necessary to protect the UCRC against loss.
- 13.8 Remedies not Involving Termination: The UCRC, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:
- i. Performance: If the Work fails to conform to the requirements of this SCIA, the UCRC may require the Contractor to bring the Work promptly into conformity with the requirements of this SCIA, at the Contractor's sole expense.
 - ii. Suspend Performance: The UCRC may suspend the Contractor's performance with respect to all or any portion of this SCIA pending necessary corrective action as specified by the UCRC without entitling the Contractor to an adjustment in price/cost or performance schedule. The Contractor shall promptly cease performance and incurring costs in accordance with the UCRC's directive and the UCRC shall not be liable for costs incurred by the

Contractor due to the suspension of performance under this provision.

- iii. Withhold Payment: The UCRC may withhold payment to the Contractor until corrections in the Contractor's performance are made and completed to the satisfaction of the UCRC.
- iv. Deny Payment: The UCRC may deny payment for those obligations not performed, that due to the Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the UCRC; provided, that any denial of payment shall be reasonably related to the value to the UCRC of the obligations not performed.

13.9 Contractor's Remedies not Involving Termination: The Contractor, in its sole discretion, may suspend the Contractor's performance with respect to all or any portion of this SCIA pending necessary corrective action as specified by the Contractor, in addition to other remedies available to it under this SCIA. The Contractor recognizes that the UCRC shall not be liable for any costs incurred by the Contractor during suspension of performance consistent with this provision.

14. General Provisions

14.1 Assignments and Subcontracts: The Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the UCRC, which consent shall not be unreasonably withheld. Any attempt of Contractor at assignment, transfer, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Contractor or the UCRC are subject to all of the provisions hereof. The Contractor shall be solely responsible for all aspects of the Contractor's subcontracting arrangements and performance. The UCRC is solely responsible for all aspects of its subcontracting arrangements and performance.

14.2 Binding Effect: All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

15. Conflict of Interest

15.1 Contractor: The Contractor shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of the Contractor's obligations hereunder. The Contractor acknowledges that with respect to this SCIA, even the appearance of a conflict of interest is harmful to the UCRC's interests. Absent the UCRC's prior written approval, the Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of the Contractor's obligations to the UCRC hereunder. If a conflict or the appearance of a conflict exists, or if the Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, the Contractor shall submit to the UCRC a disclosure statement setting forth the relevant details for the UCRC's consideration. Failure to promptly submit a disclosure statement or to follow the UCRC's direction in regard to the apparent conflict constitutes a breach of this SCIA.

15.2 UCRC: The individual Upper Colorado River Commissioners, employees, and agents of the UCRC shall not personally benefit from this SCIA. The UCRC further warrants that to the best of its knowledge no such personal benefits or any conflicts of interest exist as a result of entering into this SCIA.

16. Legal Effect

16.1 Except as otherwise expressly stated herein, nothing herein shall be construed as affecting the legal status of the Contractor's property, including but not limited to the effect of taxes, liens, encumbrances, statutory or regulatory requirements, or entitlements.

- 16.2 Except as otherwise expressly stated herein, nothing in this SCIA is intended to affect the legal status, nor to diminish or modify the rights and entitlements of any Party or water user under existing law to water from the Colorado River System.
- 16.3 The Contractor agrees that the UCRC is not responsible for, and no action or conduct of UCRC, its agents, or employees shall be construed as advice or identification of the legal effect or consequences, if any, of the Contractor's decision regarding participation in the Pilot Program.

17. Effective Date, Termination, and Notice of Non-Liability

The Effective Date is stated on page 1 of this SCIA.

- 17.1 Early Termination: Subject to notice provided in accordance with Section 28.1, this SCIA may be terminated by either Party at any time prior to the Contractor engaging in any work in accordance with this SCIA and provided that the UCRC has not made any payment to the Contractor.
- 17.2 Extension: The UCRC and the Contractor may mutually agree in writing to extend the term of this SCIA for a period not to exceed two months at or near the end of any initial term or renewal term. The two-month extension shall immediately terminate when and if a replacement SCIA is approved and signed by the Parties.
- 17.3 Mutual Consent: Subject to notice provided in accordance with Section 28.1, this SCIA may be terminated at any time with the consent of both Parties under mutually acceptable terms executed in writing by the Parties.
- 17.4 By UCRC: The UCRC may terminate this SCIA unilaterally if required by changes in federal or state law or regulation, or by early termination of the Funding Agreement. Notice of termination shall be given as provided in Section 28.1.

17.5 By Contractor: The Contractor may terminate this SCIA unilaterally before receiving any payments made by the UCRC pursuant to this SCIA. Notice of termination shall be given as provided in Section 28.1.

18. Amendment

This SCIA may not be modified or amended except as follows:

18.1 By the Parties: Except as specifically provided in this SCIA, modifications of this SCIA shall not be effective unless agreed to in writing by both Parties in an amendment to this SCIA.

18.2 By Operation of Law: This SCIA is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this SCIA on the effective date of such change, as if fully set forth herein. Either party may terminate this SCIA by written notice to the other if said changes in federal or state law impact the ability of either Party to perform its obligations pursuant to the terms of this SCIA.

19. No Precedent

Nothing in this SCIA, nor the execution of this SCIA, shall be deemed to establish any precedent for managing or calculating consumptive use by the UCRC or the states of Colorado, New Mexico, Utah, and Wyoming. This SCIA does not establish any rights to obtain any similar agreement after termination of this SCIA. Each Party reserves the right to exercise and protect its respective rights, obligations, and entitlements related to use of water as it deems appropriate.

20. Entire Agreement/Severability

This SCIA, its exhibits, and its attachments, including the Verification Plan, constitute the entire understanding of the Parties.

21. Counterparts

This SCIA and any amendments thereto may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument with the original.

22. Compliance with Existing Laws

The Parties intend that implementation of this SCIA be consistent with and subject to existing law, including but not limited to the Colorado River Compact, the Upper Colorado River Basin Compact, the Colorado River Storage Project Act of 1956, and the Colorado River Basin Project Act of 1968. The Parties further intend that this SCIA is consistent with the water rights and administration laws of the state in which the SCIA is to be implemented.

23. Indemnification and Waiver of Negligence Claims

23.1 To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the UCRC, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorneys' fees, to the extent such claims are caused by or alleged to be caused by any negligent act or omission of, or breach of contract by, the Contractor or its Agents pursuant to the terms of this SCIA. The Contractor will not have to indemnify the UCRC for claims caused by any act or omission of, or breach of contract by the UCRC, its employees, or agents pursuant to the terms of this SCIA.

23.2 If the indemnification provision set forth in Section 23.1 does not apply, the Parties agree to waive any claims for damages, liability, court awards including costs, expenses and/or fees that could otherwise be asserted for any allegation of injury, negligent act or omission, or other non-contractual

related matter by the other Party, its employees or agents or third-party beneficiaries designated under this SCIA. In the event a person or entity other than a Party or third-party beneficiary designated in Section 25 of this SCIA asserts a claim for injury, negligence or other non-contractual related claim, the Parties further agree to hold each other, the designated third-party beneficiaries, and respective employees and agents for each harmless against any claims, damages, liability and court awards including costs, expenses and attorneys' fees.

24. UCRC Employee Non-Liability

The Contractor acknowledges that the UCRC's employees or agents are not parties to this SCIA in their individual capacities and the Contractor agrees not to bring any legal proceeding or claim against a UCRC employee or agent in his or her individual capacity for any injury or damages when acting within the scope of his or her duties during performance of this SCIA. To the extent suit is brought against a UCRC member in which it is alleged Contractor's negligence caused any alleged injury, Contractor will defend and indemnify the UCRC member relating to the lawsuit.

25. Third Party Beneficiaries

Consistent with the terms and obligations of the Funding Agreement, Reclamation is an intended third-party beneficiary of this SCIA and may enforce the terms of this SCIA against the Contractor in the same manner as the UCRC. Except for Reclamation as provided in this Section 25, this SCIA does not confer any right or entitlement to benefits from this SCIA on any person or entity that is not signatory to this SCIA, including any of the Upper Division States, regardless of the legal theory on which such a claim is made.

26. Jurisdiction/Venue

This SCIA shall be interpreted, governed by, and construed under applicable state law. Venue for adjudication of any disputes under this SCIA shall be the appropriate state court within the state in which the Project is located. Any dispute involving Reclamation under this SCIA will be resolved according to federal law.

27. Force Majeure

27.1 No Party shall be considered to be in default in the performance of any of its obligations under this SCIA when a failure of performance shall be due to any cause beyond the control of the Party affected, including but not limited to facilities failure, flood, earthquake, storm, lightning, fire, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority which by exercise of due diligence and foresight such Party could not have reasonably expected to avoid. A Party rendered unable to fulfill any of its obligations under this SCIA by reason of an uncontrollable force shall give prompt written notice of such act to the other Parties and shall exercise due diligence to remove such inability with all reasonable dispatch.

27.2 The Parties agree that compliance with environmental laws shall not be included in any of the conditions described in Section 27.1 that would affect the Parties' ability to perform obligations under this SCIA.

28. Contacts

28.1 Notice: All notices required to be given hereunder shall be in writing via email with confirmation of receipt or First Class U.S. mail to a Party's principal representative at the address set forth below. Any Party from time to time may by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notice shall be effective upon receipt.

28.2 Representatives: The individuals listed below are the principal representatives of the respective Parties. Any Party may from time to time designate in writing new or substitute representatives or addresses. Until changed by notice in writing, all notices and communications shall be addressed as follows:

CONTRACTOR:

Price Municipal Corporation
Attn: Miles Nelson
432 W 600 S
Price, Utah 84501
Email: milesn@priceutah.net

UPPER COLORADO RIVER COMMISSION

Charles R. Cullom, Executive Director
50 S 600 E, Suite 100
Salt Lake City, Utah 84102
Email: ccullom@ucrcommission.com

29. Waiver

None of the provisions of this SCIA shall be considered waived, except when such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions, or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or that Party's relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect. Furthermore, waiver of any breach under a term, provision, or requirement of this SCIA, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

30. Open/Public Records Act

This SCIA, including its attachments, exhibits, and any amendments or other related records, may be subject to request under an Open/Public Records Act request made pursuant to one of the Upper Division State's laws. Upon receipt of such a request, the state and any other government agency in possession of those records may be required to disclose them in their entirety to the requesting party. Contractor understands this obligation and has no expectation of privacy relating to any of the terms of this SCIA.

IN WITNESS WHEREOF, the Parties hereto have executed this System Conservation Implementation Agreement on the 1st day of April 2024.

CONTRACTOR:

Price Municipal Corporation

By: Miles Nelson

Title: _____

Date: _____

THE UPPER COLORADO RIVER COMMISSION:

By: Charles R. Cullom
Executive Director

Date: _____

Exhibit A: Verification Plan Price Municipal Corporation

Project Background

Typically, Price Municipal Corporation (“Contractor”) shares in the Allred Ditch Company (“ADC”), Price Water Company (“PWC”), Pioneer Canal Company Number 1 (“PCC #1”), and Pioneer Canal Company Number 2 (“PCC #2”) are leased to agricultural users in the Price-Wellington Canal Service Area. As part of the Pilot Program, the Contractor will not lease their participating shares from April 1, 2024 through October 31, 2024. The shares of ADC, PWC, PCC #1, and PCC #2 the Contractor has enrolled in SCPP are shown in the Contract above. The Contractor will order their participating ADC shares, PWC shares, PCC #1 shares, and PCC #2 shares through the Price-Wellington Canal to be returned to the Price River. The Contractor will work with Price-Wellington Control Board (“PWCB”) on moving water through the Price-Wellington system to ensure no injury to other Price-Wellington Canal users and that the participating shares are returned to the Price River.

The Project, as specified in the System Conservation Implementation Agreement (SCIA), will be verified according to the Verification Plan described below.

Verification Plan

Verification that the participating shares are not leased during the term of the Project will be done through coordination with PWCB and a consumptive use analysis—each described below.

- A. Coordination with the Price-Wellington Control Board.** The PWCB is obligated to deliver water to shareholders to the location specified in a shareholder’s water order. PWCB maintains detailed records of their shareholders’ water delivered pursuant to ADC shares, PWC, PCC #1 shares, and PCC #2 shares. The Contractor will order their participating shares shown in the SCIA. The Contractor will work with PWCB on moving water through the Price-Wellington system to ensure no injury to other Price-Wellington Canal users and that the participating shares are returned to the Price River.

At the end of the irrigation season, the Contractor will request a letter from PWCB quantifying the volume of water that was delivered pursuant to the Contractor’s participating shares through the canal.

The letter must be submitted to SCPP@ucrcommission.com.

- B. Consumptive Use Analysis.** A consumptive use analysis will estimate the amount of water savings throughout the duration of the project. After the completion of the Project Activity, Wilson Water Group will estimate the amount of water conserved based on PWCB. The calculated consumptive use savings will be compared to the historical consumptive use.

Note, the Wilson Water Group consumptive use analysis is for reporting purposes only. Compensation to the applicant shall be as provided in the Contract.

PUBLIC INFRASTRUCTURE INSTALLATION AGREEMENT

This AGREEMENT (the “Agreement”), made and entered into this _____ day of ___, 2024, by and between **Price City, a Municipal Corporation**, having an address of P.O. Box 893, Price, Utah 84501, hereinafter CITY and Maverik, Inc., a Utah corporation, having an address of 185 South State Street, Suite 800, Salt Lake City, Utah 84111, hereinafter OWNER.

The parties agree as follows:

1. OWNER will file with the City Council of CITY a final plat and/or plan of the project known as: Maverik C Store Price, the “Project”, having an address of 651 S. Carbon Ave., Price Utah 84501. Part of the Project includes the construction and/or installation of those improvements shown, listed and described on Exhibit A-1 and A-2 attached hereto and incorporated herein by reference (the “Improvements”). The OWNER, for and in consideration of the approval and acceptance thereof by the City Council, at OWNER’s sole cost and expense, agrees to furnish all design, surveying, labor, equipment, materials, traffic control, testing and all other necessary items to construct and complete in a good and workmanlike manner, all the Improvements required as a result of such approval and acceptance as set forth below.

Within a maximum of one (1) year from the date of the City Council’s approval and acceptance of the Project, the OWNER, in accordance with this agreement, and following the CITY’s minimum standards and any other conditions of approval and acceptance, shall complete the installation of all Improvements required up to and along the frontage of the Project’s property, as such Improvements are more particularly identified and set forth herein.

No final Occupancy Permit shall be issued by Carbon County for a structure or use on any lot within said Project until all improvements that are a part of said Project (including the Improvements) have been satisfactorily completed, replaced or repaired according to the terms of this agreement. For the avoidance of confusion and doubt, so long as OWNER complies with Section 8 of this Agreement to complete, replace or repair the Improvements to the public infrastructure standard adopted by CITY, the same shall be deemed to have been satisfactorily completed, replaced or repaired.

Upon completion of the Improvements in accordance with this Agreement (including but not limited to Section 8), the Price City Public Works Director or designee shall declare the same to be satisfactorily completed if such improvements are found by the Price City Public Works Director or designee to meet or exceed the public infrastructure standard adopted by CITY. The Improvements shall not be deemed completed until approved and accepted by the Public Works Director or designee and received by the City Council on behalf of the CITY.

2. The CITY, its officers and employees, shall not be liable or responsible for any accident, loss or damage happening to the work or Improvements specified in this agreement prior to the completion and acceptance of the same by the CITY; nor shall the CITY, nor any of its officers or

employees be liable for any injury to persons or property by reason of said work or Improvements, and all said liabilities shall be assumed and borne by the OWNER. The OWNER further agrees to protect, indemnify, and hold harmless the CITY and County, its officers and employees from all liabilities or claims arising out of OWNER's construction of said Improvements.

3. The CITY, its officers and employees, shall not be liable for any portion of the expense of the aforesaid work or for the payment of labor, materials, licenses, permits and equipment furnished in connection therewith.

4. OWNER shall at all times prior to final acceptance of said work and Improvements by the CITY, provide proper and adequate warning to the traveling public on each and every day, of existing dangerous conditions associated with the work in said streets and easements and will use commercially reasonable efforts to protect the traveling public from such defective or dangerous conditions. For the avoidance of confusion and doubt, OWNER's commercially reasonable efforts to protect the traveling public shall include, as necessary, warning signs, barricades, traffic control signs, and flaggers. Additionally, "proper and adequate warning" of existing dangerous conditions associated with OWNER's work in said streets and easements shall be those warning typical and industry standard whenever work of this nature is being performed. OWNER shall provide a traffic control plan to CITY.

It is OWNER's duty to use industry standard efforts to ensure the safety of the traveling public in the area of the Improvements during construction. Until completion of the Improvements, the OWNER is authorized to temporarily close any part of a street or easement, with prior notification to and approval from the CITY, or immediately in emergency situations to mitigate substantial risks to public safety. In the event OWNER determines it is necessary and/or desirable to temporarily close any part of a street or easement, OWNER shall request approval from CITY no less than five (5) business days prior to such temporary closure. The OWNER will implement all appropriate safety measures, including warning signs, barricades, traffic control signs, and flaggers, as necessary.

5. OWNER shall file with CITY, on or before commencement of the Improvements work, a good and sufficient certified check, bond, letter of credit or other form of surety acceptable to CITY. Said surety shall be issued in an amount not less than the estimated cost of said work and Improvements as specified, plus ten (10%) percent, for the faithful performance of the terms and conditions of this agreement including payment for all labor, materials and equipment furnished or to be furnished in connection therewith. An estimate of the itemized cost estimate of the work and Improvements is attached hereto as Exhibit A-2, which amount has been approved by City Public Works director or designee. **The sum of the estimated cost of said work and improvements, plus ten (10%) percent, is One Hundred Twenty-One Thousand Eight Hundred Thirty and 50/100 Dollars (\$121,830.50).**

6. OWNER may request the City Public Works Director or designee to inspect said Improvements during construction, for the purpose of reducing the amount of surety posted as prescribed in Paragraph Five, above. Reductions in the amount of said surety shall not exceed ninety

percent (90%) of the value of Improvements completed, as estimated. The remaining ten percent (10%) shall be retained in escrow for a minimum of one (1) year after the completion of all Improvements and until the OWNER obtains an ACCEPTANCE AND FINAL RELEASE authorization from CITY. In the event the OWNER fails to install, complete, repair or replace said Improvements according to specifications, conditions of approval, CITY standards, and the quality of workmanship required by CITY (which CITY specifications, standards, and quality required shall in every event be in accordance with Section 8 below), then CITY shall provide written notice to OWNER of such failure. Such written notice shall set forth, with specificity, the Improvements that have not been installed or completed, or set forth, with specificity, the failure of said Improvements to meet the standards and requirements set forth by the CITY. Upon receipt of such written notice of failure, OWNER shall thereafter have sixty (60) calendar days to commence installation, completion, repair or replacement in accordance with Section 8, and shall, after commencement, diligently and with commercially reasonable efforts pursue completion of the same. In the event OWNER fails to act after receipt of written notice of failure, the CITY may thereafter use such sums as are necessary, but not exceeding the amount remaining in escrow, to complete the installation of or to make necessary repairs to said Improvements.

7. In the event that it is deemed necessary to extend the time for completion of the work contemplated by this agreement, said extension may be granted by the City Council and shall in no way affect the validity of this agreement or release the surety or sureties on any bond, letter of credit or certified check pledged by OWNER for the faithful performance of this agreement.

8. The improvement requirements described in the current edition, as of the date of this Agreement, of the Price City, Utah Land Use Development and Management Code and the Price City Minimum Standards for Development in City Streets, Rights of Ways and Easements, APWA and MUTCD, herein referred to as Standards, shall control the installation and completion of the Improvements required by CITY, unless exceeded by approved design requirements. Said standards and design requirements are made a part of this agreement. The Improvements shall also be installed in accordance with all applicable federal and state laws and regulations, including environmental, labor, and safety standards. For the avoidance of confusion and doubt, in the event the Utah Land Use Development and Management Act and/or Price City Land Use Development and Management Code and/or Price City Minimum Standards for Development are altered, amended, changed, and/or replaced after the date of this Agreement, the standards as of the date of this Agreement shall control.

9. This agreement shall be effective upon the date of the last signature hereto and shall continue in full force and effect for three (3) years, unless earlier terminated. This agreement may be terminated at any time by mutual written agreement of the parties. This agreement shall be binding upon the parties, their respective heirs, successors and assignees.

10. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No amendment or modification of this agreement shall be valid or binding unless made in writing and signed by both parties. This agreement may not be altered, supplemented, or interpreted by any oral agreement or practice not specifically incorporated

herein. Each party acknowledges that, in entering into this agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.

11. This agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties agree that any legal suit, action, or proceeding arising out of or related to this agreement shall be instituted exclusively in courts located in Carbon County, Utah.

12. Neither party shall be liable for any failure to perform its obligations under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including without limitation, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this agreement. If the period of non-performance exceeds ninety (90) days, the party not affected by the force majeure event may terminate this agreement by giving thirty (30) days' notice to the affected party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate original form, the day and year first above written,

(Signatures on the following page)

OWNER:
MAVERIK, INC.,
a Utah corporation

Witness:

Bud Peterson

By: Tyler Call

Print Name and Title:

TYLER CALL CFO

Print Name:

Badley Peterson

185 South State Street, Suite 800
Salt Lake City, Utah 84111

PRICE MUNICIPAL CORPORATION:

Michael Kourianos

Signature: _____

Title: Price City Mayor

ATTEST:

Jaci Adams

Signature _____:

SEAL

Title: City Recorder

Exhibit A-1
Maverik Site Plan
Public Infrastructure Improvements

See Maverik Plan Set Dated February 6, 2024
Pages C300, C400, & C600

Exhibit A-2
Itemized Cost Estimate
Public Infrastructure Improvements

Price Municipal Public Infrastructure for Maverik
From Plan Set Dated February 6, 2024

| Plans Page | Work Description | | |
|------------|---|---------------|----------|
| C300 | Remove Curb and Gutter (600 South) | \$ 1,250.00 | 360 FT |
| | Saw Cut Asphalt (600 South) | \$ 620.00 | 400 FT |
| | Remove Asphalt (600 South) | \$ 960.00 | 7,200 SF |
| | Cap Existing Meters (600 South & Rose Ave) | \$ 1,060.00 | 6 EA |
| | Remove Road Signs (600 South) | \$ 45.00 | 2 EA |
| C400 | Install Curb and Gutter (600 South) | \$ 14,580.00 | 360 LF |
| | Install Sidewalk (5 foot)- 600 South & Rose Ave | \$ 14,900.00 | 300 LF |
| | Install Drive Approach (600 South) | \$ 5,920.00 | 2 EA |
| | Install Pavement (600 South) | \$ 24,200.00 | 7,200 SF |
| C600 | Install 8" PVC (Sewer) - Rose Ave | \$ 1,375.00 | 25 LF |
| | Install Sewer Manhole -Rose Ave | \$ 4,235.00 | 1 EA |
| | Install Water Line (Rose Ave) | \$ 1,900.00 | 35 LF |
| | Install Water Valve (Rose Ave) | \$ 2,530.00 | 1 EA |
| | Electrical Poles (600 South & Rose Ave) | \$ 13,200.00 | 3 EA |
| | Electrical Underground Lines (600 South & Rose Ave) | \$ 12,100.00 | 1,100 LF |
| | Sewer and Water Trench Repair (Rose Ave) | \$ 11,880.00 | Lump sum |
| | Subtotal | \$ 110,755.00 | |
| | +10% \$ 11,075.50 | | |
| | INFRASTRUCTURE TOTAL \$ 121,830.50 | | |

THIRD AMENDMENT TO EASEMENT NO 2253

THIS THIRD AMENDMENT TO EASEMENT AGREEMENT NO 2253 (the “Third Amendment”), is made as of the 1st day of April, 2024 (“**Effective Date**”), by and among THE STATE OF UTAH, School and Institutional Trust Lands Administration (“**Grantor**”); and PRICE MUNICIPAL CORPORATION (“**Grantee**”), PO Box 893, Price, Utah 84501.”).

RECITALS

- A. Grantor and Grantee are parties to Easement Agreement No. 2253, dated May 8, 2019 (the “**Easement Agreement**”), concerning certain lands in Carbon County, described in Exhibit A of the Easement Agreement.
- B. The Easement was amended on April 1, 2022 (“Amendment 1”), to extend its term to March 31, 2023, and again on April 1, 2023, to extend the term to March 31, 2024.
- C. Grantee desires to amend the Easement Agreement to extend the term of this Easement Agreement and Grantor has agreed to the extension on the terms and conditions of the Third Amendment.

AGREEMENT

Grantor and Grantee agree as follows:

- 1. Amendment of the Term. The parties hereby delete Section 3 of the Easement Agreement in its entirety and replace it with the following:
 - a. The term of the Easement shall commence on Effective Date and shall expire on March 31, 2026. Nevertheless, Grantor has the right to terminate this Agreement with 30 days prior written notice to Grantee, any time after November 1, 2024, if it is needed for a development opportunity or at any time in case of Grantee’s non-compliance with the operation and management plan attached to Amendment 1 as Exhibit A. If development opportunities do not seem imminent, and the Authorized Activities on the Subject Property are profitable for both Grantee and Grantor, the parties may choose to renew the term of this Agreement and otherwise amend the Agreement, but neither party is required to do so. At the termination of the Agreement the Grantee shall reclaim and reseed any disturbed portion of the Subject Property with an appropriate native species seed mixture. This obligation will survive termination.

2. Amendment of the Easement Agreement. If there are any conflicts or inconsistencies between the terms of this Third Amendment and the terms of the Easement Agreement, the terms of this Third Amendment control.

3. Ratification. The parties hereby ratify and reaffirm the Easement Agreement, as amended by this Third Amendment. All terms of the Easement Agreement not amended by this Third Amendment remain the same and continue in full force and effect.

4. General Provisions.

- a. The parties shall do all further acts and things and execute and deliver additional agreements and instruments as the other may reasonably require to confirm the agreement contained in this Third Amendment.
- b. This Third Amendment represents the entire agreement among the parties with respect to the subject matter of this Third Amendment and supersedes any previous agreement, written or oral, between the parties. The parties may only modify this Third Amendment in a writing signed by the party against whom enforcement is sought.
- c. There are no third-party beneficiaries to this Third Amendment.
- d. This Third Amendment is binding on and inures to the benefit of the parties and their respective officers, directors, representatives, affiliates, parents, subsidiaries, agents, principals, corporate divisions, trustees, heirs, executors, successors and assigns.
- e. This Third Amendment is governed by the laws of the State of Utah. The parties hereby submit to the exclusive jurisdiction of the Third Judicial District Courts in Salt Lake County, Utah.
- f. The parties may execute this Third Amendment in counterparts, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument. The parties may sign this Third Amendment by exchange of signature pages through facsimile or email or by any other means agreed by the parties.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Third Amendment as of the Effective Date.

**STATE OF UTAH, SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION**

By: _____

Its: _____

Approved as to form:
Sean D. Reyes, Attorney General

Special Assistant Attorney General

PRICE MUNICIPAL CORPORATION

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this ____ day of _____, 2024.

Notary Public, residing at:

My commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2024, personally appeared before me _____ who after being duly sworn, acknowledged to me that he is the _____ of PRICE MUNICIPAL CORPORATION, and authorized to execute the above instrument.

Given under my hand and seal this ____ day of _____, 2024.

Notary Public, residing at:

My commission expires:

BUSINESS LICENSES

Account No: 5744
 Business Activity: 6215
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: 3/14/24



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): RMC Personal Care, LLC

If Name Change, list previous name: _____

Business Address: 590 E 100 N Suite/Apt. No.: 4

City: Price State: Utah Zip Code: 84501

Business Telephone: (801) 397-4140 Business E-mail: contracting@rmcare.com Business Fax: 801-296-9117

Mailing Address (if different): 598 W 900 S Ste 220 City: Woods Cross State: Utah Zip Code: 84010

Property Owner's Name: _____ Property Owner's Telephone: () _____

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation Reciprocal

Nature of Business: Manufacturing Retail Wholesale Services Other In Home Personal Care Services

Opening Date: _____ Business Hours: From 8:30 AM To 5:00 PM (M T W T F S S) SU (please circle)

Detailed Description of Business: We are a Personal Care Agency providing personal care services in patient's homes

Commercial Square Feet: _____ No. of Arcade Games, Pool Tables, Etc.: _____ No. of Vending Machines: 0 No. of Mobile Home Spaces: 0

No. of Rental Units: 0 No. of RV Spaces: 0 No. of Motel Rooms: 0 No. of Beds: 0

State Sales Tax I.D. No. (Include copy or proof of exemption): _____ Federal Tax I.D. No. (Include copy): 842577126

State License No. (Include copy): _____ State License Type: Personal Care

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**
 Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business N/A

Account No: 3743
 Business Activity: 443
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: 3/14/24

Price
Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

| Business Information | | | |
|--|--|--|------------------------|
| Business Status: <input type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change | | | |
| Business Name (Include DBA): <u>Beau's Auto-Price DBA Price Carquest</u> | | | |
| If Name Change, list previous name: _____ | | | |
| Business Address: <u>720 E Main St.</u> | | Suite/Apt. No.: _____ | |
| City: <u>Price</u> | State: <u>Utah</u> | Zip Code: <u>84501</u> | |
| Business Telephone: <u>(435) 637-5190</u> | Business E-mail: <u>Price Counter@beausautoparts.com</u> | Business Fax: <u>NA</u> | |
| Mailing Address (if different): <u>P.O. Box 1507</u> | City: <u>Beaver</u> | State: <u>Ut</u> | Zip Code: <u>84713</u> |
| Property Owner's Name: _____ | | Property Owner's Telephone: () _____ | |
| Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah) | | | |
| Type of Business: <input type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input type="checkbox"/> Home Occupation - Office Use Only <input type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach | | | |
| Nature of Business: <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other | | | |
| Opening Date: <u>02-19-24</u> Business Hours: From <u>7:30 AM</u> To <u>7 PM</u> <u>(M) (T) (W) (TH) (F)</u> S SU (please circle) | | | |
| Detailed Description of Business: <u>Semi & Auto parts resale</u> | | | |
| State Sales Tax I.D. No. (Include copy or proof of exemption): _____ | | Federal Tax I.D. No. (Include copy): <u>99-0884028</u> | |
| State License No. (Include copy): <u>15843853-002-STC</u> | | State License Type: <u>S CORP</u> | |
| THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. | | | |
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Eating Establishment | <input type="checkbox"/> Amusement Center | |
| <input type="checkbox"/> Pawnbroker | <input type="checkbox"/> Sexually Oriented Business | | |

new location only

Account No: 1756
Business Activity: 611
Fee: 0
CC Approval: Yes No Date: _____
License Sent: _____
Health Dept: 3/14/24

Price Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): DBA Dance Technica

If Name Change, list previous name: _____

Business Address: 14 East Main Street **Suite/Apt. No.:** _____

City: Price **State:** UT **Zip Code:** 84501

Business Telephone: (435) 820-4588 **Business E-mail:** torifriendsen@gmail.com **Business Fax:** _____

Mailing Address (if different): 1230 W. Old Wellington Rd. **City:** Wellington **State:** UT **Zip Code:** 84542

Property Owner's Name: ADB Properties **Property Owner's Telephone:** (435) 630-2988

Type of Organization: Corporation Partnership Sole Proprietorship LLC
(Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation (complete below also) Reciprocal
 Home Occupation - Office Use Only
 Home Occupation - Activity On Site
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: _____ **Business Hours:** From _____ To _____ **M T W T H F S S U (please circle)**

Detailed Description of Business: Dance studio for ages 2 and up. Specializing in jazz, tap, ballet, pointe and hip hop styles.

State Sales Tax I.D. No. (Include copy or proof of exemption): NA **Federal Tax I.D. No. (Include copy):** _____

State License No. (Include copy): NA **State License Type:** NA

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**
 Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business



The following information is provided for your reference. It is intended to be a summary of the key points discussed during the meeting. The details of the discussion are available in the attached documents.

The meeting was held on [Date] at [Location]. The participants included [List of Participants]. The main topics discussed were [List of Topics].

The key findings of the meeting are as follows:

- [Point 1]
- [Point 2]
- [Point 3]

The next steps to be taken are:

- [Step 1]
- [Step 2]
- [Step 3]

The meeting concluded with a vote on the proposed action plan, which was passed by a majority of the participants.

Account No: 3745
 Business Activity: 8139
 Fee: \$150
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____

Price
Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

| Business Information | | | |
|--|---|---|-----------|
| Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change | | | |
| Business Name (include DBA): <u>Jamie LaCotta</u> | | | |
| If Name Change, list previous name: | | | |
| Business Address: <u>710 N 900 E</u> | | Suite/Apt. No.: | |
| City: <u>Price</u> | State: <u>Utah</u> | Zip Code: <u>84501</u> | |
| Business Telephone: <u>(385) 210-8655</u> | Business E-mail: <u>lacotta.jamie@gmail.com</u> | Business Fax: | |
| Mailing Address (if different): | City: | State: | Zip Code: |
| Property Owner's Name: <u>Jamie & Jerod LaCotta</u> | | Property Owner's Telephone: <u>(309) 259-0141</u> | |
| Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah) | | | |
| Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input checked="" type="checkbox"/> Home Occupation - Office Use Only <input type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach | | | |
| Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other | | | |
| Opening Date: <u>4/1/2024</u> Business Hours: From <u>8am</u> To <u>3pm</u> <u>MTWTFSS</u> SU (please circle) | | | |
| Detailed Description of Business: <u>Professional editing, proofreading, document formatting, document design, administrative support, and content creation and strategy.</u> | | | |
| State Sales Tax I.D. No. (Include copy or proof of exemption): | | Federal Tax I.D. No. (Include copy): | |
| State License No. (Include copy): | | State License Type: | |
| THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. | | | |
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Eating Establishment | <input type="checkbox"/> Amusement Center | |
| <input type="checkbox"/> Pawnbroker | <input type="checkbox"/> Sexually Oriented Business | | |

Account No: 3746
 Business Activity: 4004
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): Maland Financial services DBA MFS - Hauling

If Name Change, list previous name: _____

Business Address:
427 S 100 W

Suite/Apt. No.: _____

City:
Price

State:
Utah

Zip Code:
84501

Business Telephone:
(385) 224 3783

Business E-mail:
cody@malandfinancialservices.com

Business Fax:
385 376 4497

Mailing Address (if different): _____

City: _____

State: _____

Zip Code: _____

Property Owner's Name: Cody Maland

Property Owner's Telephone: (385) 224 3783

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation (complete below also) Reciprocal
 Home Occupation - Office Use Only
 Home Occupation - Activity On Site
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: 6-16-2023 **Business Hours:** From 8:00 To 9:00 (M)(T)(W)(TH)(F)(S) SU (please circle)

Detailed Description of Business:
I work with Individuals + Businesses to haul their Junk + Metal as well as deliver appliances + any other local hauling that the person or business needs.

State Sales Tax I.D. No. (Include copy or proof of exemption): _____

Federal Tax I.D. No. (Include copy):
93-2113141

State License No. (Include copy): 13459203-0160

State License Type: _____

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business

Account No: 3747
 Business Activity: 454
 Fee: \$150
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

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PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

| Business Information | | | |
|--|---|---|-----------------|
| Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change | | | |
| Business Name (include DBA): Wallflower Goods LLC | | | |
| If Name Change, list previous name: | | | |
| Business Address: 685 N 300 E | | | Suite/Apt. No.: |
| City: Price | State: UT | Zip Code: 84501 | |
| Business Telephone: (435) 299-9116 | Business E-mail: wallflowerapparel2024@gmail.com | Business Fax: | |
| Mailing Address (if different): | | City: | State: |
| Property Owner's Name: Buskin Allred | | Property Owner's Telephone: (435) 749-9806 | |
| Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah) | | | |
| Type of Business: <input type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input checked="" type="checkbox"/> Home Occupation - Office Use Only <input checked="" type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach | | | |
| Nature of Business: <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other | | | |
| Opening Date: <u>1/13/23</u> Business Hours: From <u>9 a.m.</u> To <u>5 p.m.</u> <u>M T W T H F</u> S SU (please circle) | | | |
| Detailed Description of Business: Wallflower Good LLC sells 3D printed products and embroidered items both online and at community events. The business is home-based with retail items created in-house to be sold online and at community events, such as festivals, city celebrations, etc. | | | |
| State Sales Tax I.D. No. (Include copy or proof of exemption): <u>24500778</u> | | Federal Tax I.D. No. (Include copy): 99-0746447 | |
| State License No. (Include copy): <u>158857720025TC</u> | | State License Type: Limited Liability Company (LLC) | |
| THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. | | | |
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Eating Establishment | <input type="checkbox"/> Amusement Center | |
| <input type="checkbox"/> Pawnbroker | <input type="checkbox"/> Sexually Oriented Business | | |

Account No: 3748
 Business Activity: 0121
 Fee: \$150
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

| Business Information | | | |
|--|-------------------------------|---|-------------------------|
| Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change | | | |
| Business Name (include DBA): <u>Jenny Riche</u> | | | |
| If Name Change, list previous name: _____ | | | |
| Business Address: <u>35 N. 300 E.</u> | | Suite/Apt. No.: _____ | |
| City: <u>Price</u> | State: <u>UT</u> | Zip Code: <u>84501</u> | |
| Business Telephone: <u>(435) 637-4255</u> | Business E-mail: _____ | Business Fax: _____ | |
| Mailing Address (if different): <u>749 Castle Gate RD</u> | | City: <u>Helper</u> | State: <u>VT</u> |
| Property Owner's Name: <u>Rachel Donathan</u> | | Property Owner's Telephone: () _____ | |
| Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i> | | | |
| Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input type="checkbox"/> Home Occupation - Office Use Only <input type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach | | | |
| Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other | | | |
| Opening Date: <u>JAN 1 2024</u> Business Hours: From <u>10</u> To <u>6</u> <u>(M T W T H F)</u> S U <i>(please circle)</i> | | | |
| Detailed Description of Business: <u>Cosmetologist offering all hair, nail, makeup services</u> | | | |
| State Sales Tax I.D. No. (Include copy or proof of exemption): _____ | | Federal Tax I.D. No. (Include copy): <u>SS</u> | |
| State License No. (Include copy): _____ | | State License Type: _____ | |
| THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business | | | |

Account No: 3749
 Business Activity: 5614
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____

Price
Utah

BUSINESS LICENSE APPLICATION

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PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

| <i>Business Information</i> | | | |
|--|---|---|------------------------------|
| Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change | | | |
| Business Name (include DBA): <u>MGB Logistics LLC</u> | | | |
| If Name Change, list previous name: _____ | | | |
| Business Address: <u>373 west 300 south</u> | | Suite/Apt. No.: _____ | |
| City: <u>Price</u> | State: <u>UT</u> | Zip Code: <u>84501</u> | |
| Business Telephone: <u>(801) 656-9024</u> | Business E-mail: <u>gsbarkley@gmail.com</u> | Business Fax: _____ | |
| Mailing Address (if different): _____ | | City: _____ | State: _____ Zip Code: _____ |
| Property Owner's Name: <u>Gary S. Barkley</u> | | Property Owner's Telephone: <u>(801) 656-9024</u> | |
| Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah) | | | |
| Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input checked="" type="checkbox"/> Home Occupation - Office Use Only <input type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach | | | |
| Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other | | | |
| Opening Date: _____ Business Hours: From _____ To _____ M T W TH F S SU (please circle) | | | |
| Detailed Description of Business: <u>Freight brokerage</u> | | | |
| State Sales Tax I.D. No. (Include copy or proof of exemption): _____ | | Federal Tax I.D. No. (Include copy): <u>93-4467492</u> | |
| State License No. (Include copy): _____ | | State License Type: _____ | |
| THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. | | | |
| <input type="checkbox"/> Alcoholic Beverages | <input type="checkbox"/> Eating Establishment | <input type="checkbox"/> Amusement Center | |
| <input type="checkbox"/> Pawnbroker | <input type="checkbox"/> Sexually Oriented Business | | |

TRAVEL REQUEST

Mayor

MICHAEL KOURIANOS

Public Works Director

MILES NELSON

Streets & Fleet Supervisor

SCOTT OLSEN

Water Treatment Plant Mngr.

RON BREWER

Water Maintenance Mngr.

BILL WARDLE



City Council

RICK DAVIS

AMY KNOTT JESPERSEN

BOYD MARSING

LAYNE MILLER

JOE CHRISTMAN

www.priceutah.net

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DEPARTMENT OF PUBLIC WORKS

PRICE MUNICIPAL CORPORATION

PUBLIC WORKS COMPLEX

432 WEST 600 SOUTH* P.O. BOX 893, PRICE, UTAH 84501

PHONE (435) 637-5010 * FAX (435) 637-5031

TRAVEL REQUEST

Name: Miles Nelson

Date: March 15, 2024

Department: Public Works

Topic: Joint Highway Committee Mtg

Sponsor or Agency: Joint Highway Committee & ULCT Mid-Year Conference

Destination: St. George, UT

Out of town travel: Yes

Over Night Stay: Yes

Dates: April 17-19, 2024

PURPOSE OF TRAVEL:

Estimated Expenses

| | | |
|----------------------------------|--|-----------------|
| Travel Means: Personal Vehicle | <u>590</u> Miles @ <u>.335</u> /mile | \$ 197.65 |
| Lodging: | <u>1</u> nights @ \$ <u>158.86</u> Night (incl. tax) | \$ 317.71 |
| Meals: | 2 Breakfasts(\$13), 2 Lunches(\$15), 2 Dinners(\$26) | \$ 108.00 |
| Registration, Fees & Membership: | | \$ <u>00.00</u> |
| Total | | \$ 623.36 |

Requested by: Miles Nelson

Approval per City Council action, Date: _____

City Recorder: _____