**Mayor** MICHAEL KOURIANOS

> City Attorney ERIC JOHNSON

City Recorder JACI ADAMS

City Treasurer CAROLYN MARSING

Finance Director LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501 PHONE (435) 637-5010 - Fax (435) 637-7263 www.pricecityutah.com

#### PRICE CITY COUNCIL

**City Council** 

JOE CHRISTMAN

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

#### 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 08/23/2023. 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 Miller

**4.PUBLIC COMMENTS** 

#### 5.GENERAL BUSINESS/DISCUSSION

- a. RECOGNITION OF LOCAL OFFICERS AND FIRST RESPONDERS. Recognition and life saving award for local officers, TJ Robertson, Matt Montoya, Colton Greener, & Frankie Tapia, along with Price Fire Department, Carbon County Ambulance, and Carbon County Sheriff Deputy Blayke Noyes.
- b. GREEN TEAM OF CARBON COUNTY- The Green Team of Carbon County will be in attendance to present a plaque to Price City thanking them for all of their support.
- c. CARE FAMILY FIELD DAY- Alysa Potter, Prevention Coalition Coordinator with Four Corners Community Behavioral Health will be in attendance to talk about the 2nd Annual CARE Family Field Day.
- d. PUBLIC HEARING. Public hearing to receive input on the donation of the proceeds from the International Days Golf Tournament to area charities.
- e. DONATION OF INTERNATIONAL DAYS GOLF TOURNAMENT PROCEEDS. Consideration and possible approval of the donation of the proceeds from the International Days Golf Tournament to area charities.

#### 6.CONSENT AGENDA

- a. MINUTES for 08-09-2023 City Council Workshop & City Council
- b. CDBG SCBA's GRANT AUTHORIZATION. Consideration and possible approval of: (1) emergency purchase of SCBA's under the terms of the Price City Purchasing Policy Emergency Purchase provision and allowance by State of Utah CDBG for advance emergency purchase consistent with the draft bid package prepared; (2) authorization for the Mayor to sign the CDBG Grant Contract upon receipt; (3) authorization for staff to complete all related matters to the grant acceptance, purchase, reimbursement and close out.
- c. OUTSIDE WATER USER AGREEMENT: MELLISSA CAMPBELL- Consideration and possible approval of an Outside Water User Agreement with Mellissa Campbell for the property located at Woodhill Estates Subdivision, Phase 1, Amendment III, Lot 1, Parcel 02-1001-0008.
- d. PROJECT 8C-2023 BTAC RE-ROOF & DOORS UPGRADE AGREEMENT- Consideration and Possible approval of a contractor agreement with Contract West for Project 8C-2023 BTAC Re-roof and Doors Upgrade, Schedules A & C as per bid. Total price = \$262,570.00.
- e. SURPLUS ITEMS DECLARATION. Consideration and possible approval of a declaration of surplus of unnecessary items for the efficient conduct of Price City business.
- f. TRAVEL REQUEST. Nick Tatton, NFP HR Conference, Snowbird, UT, Sept 28th, 2023.
- g. BUSINESS LICENSE. Castleview Healing Horizons at 230 N Hospital Drive for Castleview Physician Practices. Building Blocks Corner Aftercare (an addition to Building Blocks Daycare) at 111 N 200 E for Tammi Richey. The PuPu Shack at 780 W Price River Dr for Adam Merryweather. Timber-Teq Custom Design at 1416 E Airport Rd for Dickson & Beau Morley.

#### 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.



Jaci Adams <jacia@priceutah.net>

Fwd: CARE Need

2 messages

Michael Kourianos <mikek@priceutah.net>

To: Jaci Adams < jacia@priceutah.net>

Thu, Aug 17, 2023 at 6:44 AM

Can you put this on the agenda for city council. Let's talk about it today.

----- Forwarded message -

From: Alysa Potter <apotter@fourcorners.ws>

Date: Wed, Aug 16, 2023 at 7:22 PM

Subject: CARE Need

#### Good Evening CARE Key Leaders!

I am reaching out to you all in regards to our 2nd annual CARE Family Field Day! We hosted this free event last year for the first time with games and activities for families along with FREE pizza for dinner to promote National Eat Together as a Family Night.

This year we are hoping to expand on the games and activities. If any of you have the capacity to sponsor a game at our event please let me know!

Sponsorship will include your name and or business name on all event materials, in radio interviews, newspaper articles, and at the event!

We are looking for sponsors to cover game rentals that cost between \$250-\$300.

Our date for this event is scheduled for September 18th a Monday evening from 4-7pm.

We need sponsorship donations no later than August 25th, but the sooner the better for reserving everything. If you have a contact with a local business that would be interested in sponsoring this event please reach out to them as a key leader on behalf of the coalition.

Thank you for your support with this and please mark your calendars to attend with your families!

Thank you,

## Alysa Potter

Prevention Coalition Coordinator
Four Corners Community Behavioral Health, Inc.
690 E Main St. Price, Utah 84501
Office 435-637-7200
Cell 435-650-8877
Fax 435-637-2377
apotter@fourcorners.ws

#### **PUBLIC HEARING**

THE PRICE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON WEDNESDAY, AUGUST 23<sup>RD</sup>, 2023 AT 5:30PM IN THE PRICE CITY COUNCIL CHAMBERS AT 185 EAST MAIN STREET, PRICE, UTAH 84501 TO RECEIVE INPUT REGARDING THE CHARITABLE CONTRIBUTION OF THE PROCEEDS OF THE INTERNATIONAL DAYS GOLF TOURNAMENT TO LOCAL ENTITIES. ADVANCE QUESTIONS OR COMMENTS MAY BE SUBMITTED TO NICK TATTON AT 636-3184 AND THOSE COMMENTS WILL BE PROVIDED TO THE CITY COUNCIL.

PUBLISHED IN THE EMERY TELCOM NEWS AUGUST 9<sup>TH</sup>, 16<sup>TH</sup>, 2023

# RECOMMENDED INTERNATIONAL DAYS GOLF TOURNAMENT CHARITABLE USE OF PROCEEDS 2023

#### **EXTERNAL TO PRICE CITY**

1.	UTAH STATE UNIVERSITY-EASTERN	
	a. ADVANCMENT CMTE SCHOLARSHIPS	\$2,000
2.	UNITED WAY OF EASTERN UTAH	
	a. LIVE LOVE LOCAL	\$500
3.	CANCER GAS CARDS	\$500
4.	CHRISTMAS TREE REGAILIA	\$500
5.	EMERGENCY UTILITY ASSISTANCE PROGRAM	\$500
6.	PRICE CHAPEL ENTRY FLAG (annual commitment)	\$1,000

GRAND TOTAL \$5,000

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#### **MINUTES**

Michael Kourianos, Mayor

Minutes of the Price City Council Workshop Conference Room 106 August 9, 2023 - 4:00 p.m. Present: **Mayor Kourianos** Councilmembers: Joe Christman **Rick Davis** Excused: Councilmember Knott-Jespersen, Councilmember Marsing, Councilmember Miller Present: See Public Meeting Sign-In Sheet Items discussed: 1. Safety Seconds/Councilmember Christman 2. Mayor's report: a. Trimlight Eastern Utah b. Planning Principal Forgiveness Agreement c. Declutter and Cleanup Day for Price City 3. Councilmember Christman report 4. Councilmember Davis report Adjourned: 5:26 p.m. APPROVED: ATTEST:

Jaci Adams, City Recorder

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Minutes of the City Council Meeting City Hall Price, Utah August 9, 2023

Present:

Mayor Kourianos Jaci Adams, City Recorder

Councilmembers:
Joe Christman
Rick Davis

Amy Knott-Jespersen via phone

Excused: Councilmember Marsing, Councilmember Miller, Nick Tatton

Staff/Others: See Public Meeting Sign-In Sheet

#### 1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:30 p.m. Eric Nelson, Trinity Christian Center 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 Christman reminded everyone that with school starting soon, be cautious when driving and watch for kids crossing the streets.

#### 4. PUBLIC COMMENT

No public comment was received on any agenda item.

#### 5. GENERAL BUSINESS/DISCUSSION

a. RECOGNITION OF MONT HARMON MIDDLE SCHOOL ARCHERY TEAM. Recognition of the Mont Harmon Middle School Archery Team for placing 1<sup>st</sup> at the National Archery Competition at Myrtle Beach.

Tom Lasslo, Mont Harmon Archery coach for Mont Harmon presented the Archery team with certificates. Mayor Kourianos and Councilmembers congratulated the team on their winning success.

b. PROCLAMATION-SEPTEMBER 2023 SUICIDE PREVENTION AND AWARENESS MONTH. Consideration and possible approval of a Proclamation by the Mayor and City Council of Price City proclaiming September 2023 to be Suicide Prevention and Awareness Month.

Amanda McIntosh, SEUHD/Hope Squad reminded everyone of the "Walk With Us" that will take place September 16, 2023 at the Price Peace Gardens, and thanked the community for all of the support.

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#### MOTION.

Councilmember Christman moved to approve a Proclamation by the Mayor and City Council of Price City proclaiming September 2023 to be Suicide Prevention and Awareness Month. Councilmember Davis seconded and motion carried.

#### 6. CONSENT AGENDA

#### MOTION.

Councilmember Christman moved to approve the consent agenda for items a. thru j. Councilmember Davis seconded and motion carried.

- a. MINUTES for 07-19-2023 Second CDBG Public Hearing and 07-26-2023 City Council.
- b. PERFORMANCE BONUS KATHY SHERMAN. Consideration and possible approval of a one-time bonus to be awarded to Kathy Sherman for her exceptional efforts in the remodel of Dome A, Public Works Complex.
- c. PLANNING PRINCIPAL FORGIVENESS AGREEMENT LEAD SERVICE LINE INVENTORY DRINKING WATER STATE REVOLVOING FUND. Consideration and possible approval of an agreement with the DDW for a Lead Service Line Inventory grant of \$100,000.00 to update the Water Service Line Inventory.
- d. PROJECT 7C-2023 400 SOUTH DRAINAGE AGREEMENT. Consideration and possible approval of an agreement with Terry R. Brotherson Excavating for Project 7C-2023, 400 South Drainage Project for the bid price of \$463,363.23. Contract amount is within budget for the project.
- e. PROJECT 8C-2023 BTAC RE-ROOF AND DOORS UPGRADE. Consideration and possible approval to enter into an agreement with Contract West Roofing for Project 8C-2023 BTAC Re-roof and doors upgrade, Bid Schedules A & C, for a total of \$262,570.00. Contract West was the only qualified bid. Two other bids were received from Conwest Inc. and Pioneer Roofing Inc. which were incomplete and are declared ineligible. Project funding, including grant funds, have been budgeted for the project.
- f. PROJECT 9C-2023 PARKS ONE TON DUMP TRUCK. Consideration and possible approval of the purchase of a one-ton dump truck with snow plow from Price Auto Farm Ford for \$80,900.00. One other bid was received from Price Auto Farm Chrysler Dodge Ram Jeep for \$81,713.13.
- g. PROJECT 10C-2023 PARKS DUMP TRUCK. Consideration and possible approval of the purchase of a dump trailer with a 48" tall box from Mountain West Trailers for \$13,791.00. Only one vendor bid received.
- h. PROJECT 11C-2023 PARKS AERATOR. Consideration and possible approval of the purchase of a stand on riding aerator for the Parks Department from Mountainland Power Equipment for \$14,400.00. One other bid was received from Wilkinson Supply for \$14,600.00.
- i. BUSINESS LICENSE. Southeast Mudjacking at 380 Madison Ave. for Cody & Nicole Allred. ProRehab Physical Therapy at 223 N Westwood Blvd. for Jeffrey Ohlwiler. Bleu Amber Massage & Energy Healing at 790 N Cedar Hills Dr for Amber Atwood.

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•	n Ratcliffe, Utah Narcotic Officer's Association Conference, son, Joint Highway Committee Meeting, Redmond, Ut,
7. UNFINISHED BUSINESS No unfinished business was discussed or rep	oorted.
Mayor Kourianos asked for a motion to close	e the regular City Council meeting.
Councilmember Davis moved to closed the reseconded and motion carried.	egular City Council meeting. Councilmember Christman
The regular City Council meeting was adjour	ned at 5:55 p.m.
APPROVED:	ATTEST:
Mayor Kourianos	Jaci Adams, City Recorder

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# PRICE MUNICIPAL COPORATION PURCHASING RULES AND REGULATIONS

# ARTICLE 1 GENERAL PROVISIONS

#### A. The underlying purposes of this policy are:

- 1. To ensure fair and equitable treatment of all persons and entities who conduct business with Price City (City).
- 2. To provide for the greatest possible economy in the procurement of goods, materials, supplies, and services.
- 3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.
- 4. To ensure prudent and justifiable expenditure of tax payers' dollars.

## B. Compliance-Exemptions from this policy:

- 1. This policy shall not prevent the City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.
- 2. When procurement involves the expenditure of federal, state, or local assistance funds, the City shall comply with applicable laws and regulations.

#### C. Definitions:

- 1. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- "Change order" means a written order signed by the purchasing agent(s), directing
  the contractor to suspend work or make changes, which the appropriate clauses of
  the contract authorize. The change order may include alteration in specifications,
  delivery point, rate of delivery, period of performance, price, quantity, or other
  provisions of any contract.
- 3. "Contract" means any agreement made by City for the procurement or disposal of supplies, equipment, services, or construction.
- 4. "Invitation for bids or quotations" means all documents, whether attached or incorporated by reference, used for soliciting bids or quotations.

- 5. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.
- 6. "Procurement" means buying, purchasing, renting, leasing, leasing with an option to purchase, or any other legal means of acquiring any supplies, services, or equipment for the use and benefit of City.
- 7. "Purchasing agent(s)" means any person(s) authorized by the governing body of the City to procure goods or services for the use and benefit of the City.
- 8. "Purchase description" means the words used in a solicitation or invitation for bids or quotations, to describe the supplies, services, or equipment to be purchased or otherwise procured, and include specifications attached to or made a part of the solicitation or invitation.
- 9. "Request for proposals" means all documents, whether attached or incorporated by reference, used for soliciting proposals.

## ARTICLE 2 SOURCE SELECTION AND CONTRACT FORMATION-GENERAL PROVISIONS.

#### A. Budgeted purchases not requiring sealed bids or quotations:

- 1. A single item costing less than \$2,000 shall not require solicitation of bids or quotations of any type. Purchases shall not be artificially divided so as to constitute a series of small purchases under this section. When purchasing an item costing less than \$2,000, an attempt should be made to solicit at least two quotations. Preferred or pre-qualified vendors may be used for such purchases.
- 2. Purchases costing more than \$2,000, but less than \$8,000 shall require solicitation of at least two (2) written bids or quotations. All bids and quotations solicited and received shall be documented.
- 3. Purchases made through the cooperative purchasing contracts administered by the Utah State Division of Purchasing.
- 4. Purchases made from a single-source specialized provider.
- 5. Purchases required during an emergency (usually not budgeted); i.e., an imminent threat to the health, safety or welfare of the public. However, as much competition as is reasonably practical should be sought, and such purchases should be limited to amounts necessary for the immediate resolution of the emergency.

#### B. Purchases requiring sealed bids:

1. Purchases costing \$8,000 or more shall require solicitation of sealed bids or quotations.

- 2. Contracts to be awarded by competitive sealed bidding except as otherwise provided by this policy.
- 3. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation and bidding documents shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least seven (7) calendar days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.
- 4. Sealed bids shall be opened publicly by City staff in the presence of two or more witnesses at the time and place designated in the invitation for bid. The amount of each bid and any other relevant information, together with the name of each bidder, shall be announced and recorded. The record and each bid shall be open to public inspection.
- 5. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids and bidding documents.
- 6. Withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. After the bid award has been accepted by the bidder, any alterations, modifications, additions, or deletions shall be completed through a change order.
- 7. The contract shall be awarded with reasonable promptness, by written notice, to the lowest responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, or to the bidder whose bid best meets the City's need, as explained in the information to bidders.

#### C. Cancellation and rejection of bids:

Bid proposals submitted pursuant to an invitation for bids may be rejected at the City's sole discretion, in whole or in part, as may be specified in the solicitation, when it is in the City's best interest to do so. Also, the City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the City. The reasons for rejection shall be made part of the contract file.

#### D. Use of competitive sealed proposals or quotations in lieu of bids:

When the purchasing agent(s) determines, in writing, that the use of competitive sealed bidding is either not practical or advantageous to the City, competitive sealed proposals may be solicited and contracts may be entered into pursuant thereto. Competitive sealed proposals are most appropriately used in seeking professional, service-type contracts and/or specialized products, methods, or equipment.

- 1. Proposals shall be solicited through a request for proposals. Public notice of the request for proposals shall be given at least seven (7) calendar days prior to the advertised date of the opening of the proposals.
- 2. Proposals shall be opened by City staff in the presence of two or more witnesses. Disclosure of contents to competing groups or individuals during the process of negotiation is strictly prohibited. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- 3. The request for proposals shall state the relative importance of qualifications, reputation, price, and other pertinent evaluation factors.
- 4. Groups or individuals shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure by City Staff of any information derived from proposals submitted by competing groups or individuals.
- 5. Award shall be made to the person or entity whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration qualifications, reputation, price, and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

#### E. Architect-engineer services are qualification-based procurement:

Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices and in accordance with the guidelines set forth in Sections 63-56-142 through 63-56-144 inclusive, Utah Code Annotated, 1953 as amended (UCA).

#### F. Determination of bidder not being responsible:

A determination of an individual bidder or group not being responsible shall be made in writing. The unreasonable failure or refusal of an individual bidder or group to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the bidder or offeror.

#### G. Cost-plus-a-percentage-of-cost contracts prohibited:

Subject to the limitations of this section, any type of contract which will promote the best interests of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is expressly prohibited. A cost-reimbursement contract may be used only when a determination is made, in writing, that such contract is more likely than not to be less costly to the City than any other type of contract, or that it is impractical to obtain the supplies, services, or construction equipment required except by using such a contract.

#### H. Required contract clauses:

- 1. The unilateral right of the City to order, in writing, changes in the work within the scope of the contract, and changes in the time of performance of the contract that do not alter the scope of the contract work.
- 2. Variations occurring between estimated quantities of work in a contract and actual quantities.
- 3. Suspension of work ordered by the City.

## ARTICLE 3 SPECIFICATIONS

All specifications shall seek to promote overall economy and best use for the purpose intended, encourage competition in satisfying the City's needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, local/Utah products shall be given preference.

## ARTICLE 4 APPEALS

- A. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, award, or rejection of a contract may appeal to the purchasing agent(s). An appeal shall be submitted, in writing, within five (5) working days after the aggrieved person knows, or should have known, of the facts.
- B. The purchasing agent(s) shall promptly issue a written decision regarding any appeal, if it is not settled by mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the governing body.
- C. The City's governing body shall be the final appeal on the City level.
- D. All further appeals shall be handled in accordance with the provisions set forth in Sections 63-56-159 through 63-56-164, UCA.

## ARTICLE 5 ETHICS IN PUBLIC CONTRACTING

- A. No person involved in making procurement decisions may have personal investments in any business entity, which will create a substantial conflict between their private interests and their public duties.
- B. Any person involved in making procurement decisions for City is guilty of a felony if that person solicits, receives, or offers to receive any, gratuity, contribution, loan, or

reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling goods, services or equipment to the City.

## ARTICLE 6 PURCHASING PROCEDURES

#### A. Purchasing

Price City uses an electronic purchase order (P.O.) system.

- 1. All materials, supplies, parts, equipment, or services shall be received in full and/or completed upon issuance of a purchase order.
- 2. All orders exceeding \$500 require authorization (initial on purchase order) of the Finance Director.
- 3. All items purchased must be in conformity with the current department budget.
- 4. Non-budgeted items or projects costing more than \$2,000 shall be approved by Council.

Each time a purchase is made, the supervisor, or designee will complete a P.O; the vendor should record the P.O. number on each invoice. One copy of the P.O. will be attached to the invoice and submitted to the Finance Department within 48 hours of the purchase, unless it is an open P.O. with a local vendor in which case the P.O. should be submitted within 5 days of the end of the month. A copy of the P.O. should be retained by the department benefiting from the procurement.

#### **B. Petty Cash Purchases**

Expenditures from petty cash funds are limited to small incidental items such as insufficient postage, small shipping fees, minor meal reimbursement, etc.

Petty cash funds may **NOT** be used for :

- Employee travel or wages
- Cashing of personal or payroll checks
- Loans (IOUs) to employees or others
- Utility bills
- Registration fees
- Memberships and dues
- Services

The "petty cash fund" is maintained by the City employee designated by the governing body as "petty cashier".

Employees wishing to receive money from petty cash must present an approved "petty cash slip" to the petty cashier. The petty cash slip will contain the date, the amount of cash desired, a description of the expenditure, the account number to be charged, and signature of the supervisor or designee.

The employee receiving the petty cash will be asked to sign the petty cash slip acknowledging receipt of the money. An original sales receipt for the expenditure

must be attached to the petty cash slip; handwritten receipts from the employee are not acceptable.

In cases where petty cash is given to an employee prior to the expenditure being made, the employee must return a sales receipt to the petty cashier within one (1) working day from the date of the disbursement. Petty cash disbursements shall be limited to "\$100.00 per occurrence".

When the petty cash fund becomes depleted and needs to be reimbursed, the petty cashier will summarize, on a petty cash summary sheet, all expenditures made during the period. The individual petty cash slips and other supporting documents will be attached to the summary sheet and forwarded to the Finance Department.

Random and annual audits-shall be made of the petty cash fund by the Finance/Accounting Department.

#### C. Receiving and Inspection of Merchandise:

Each purchasing agent, or designee, shall be responsible for inspecting all purchased merchandise for conformance with the specifications set forth in the purchase order or contract.

Merchandise should be checked for condition, quantity, and quality upon receipt. If there are any problems with the shipment, the purchasing agent, or designee, shall contact the shipper/vendor to resolve the problem.

- 1. If the merchandise is acceptable, the purchasing agent, or designee, shall sign and date the purchase order and forward it to the Finance Department, together with the packing slip, freight bill, and invoice.
- 2. If the shipment does not complete the order, the purchasing agent, or designee, will only include received items on the purchase order and forward it to the Finance Department.
- 3. The Finance Department, upon receipt of the completed purchase order and supporting documents, will match the purchase order with the packing slip and invoice and process it for payment.

## D. Emergency Purchases:

An emergency shall be deemed to exist when a breakdown in machinery or essential service occurs or when unforeseen circumstances arise which may affect the life, health, or safety of the Price City citizens. A true emergency usually occurs with the breakdown of equipment while in critical service. The need for emergency purchases due to failure to anticipate normal needs is to be avoided.

In an emergency, the department supervisor, or designee (authorized to purchase), may purchase a needed item if the cost thereof does not exceed \$5,000. If the estimated cost of the needed item exceeds \$5,000, the department supervisor shall notify the Finance Director, or designee, before making the purchase.

If an emergency occurs and the estimated cost to remedy the same exceeds \$5,000, the purchasing agent, or designee, shall, whenever possible, secure competitive quotations and order the needed item(s) from the vendor submitting the lowest quote.

If the emergency purchase occurs after working hours or on a weekend or holiday, the purchasing agent, or designee, shall report the purchase of items over \$5,000 to the Finance Director, or designee, the next working day by submitting a purchase order, a tabulation of quotations, if any, a delivery or sales receipt and a written explanation of the circumstances of the emergency.

#### E. Disposal of Property:

From time to time there may be occasion to dispose of City property, equipment, supplies, and materials that for some reason are no longer of value to the City and have been declared as surplus. Property declared surplus by the Price City Council should be disposed of in the following ways:

- 1. Sold to the general public through advertised bid or auction;
- 2. Traded in on other equipment or goods;
- 3. Salvaged;
- 4. Transferred to other departments within the City;
- 5. Traded to other governmental units for equipment and/or material of like value;
- 6. Destroyed; or
- 7. Special handling (hazardous materials).

During each year, a list will be circulated upon which department supervisors shall list surplus items. The completed list will be assembled and re-circulated to all departments and City Council members for review. Interested departments may request reassignment of such items that might be usable in their departments. Where possible, such reassignment should be made.

Those items remaining on the list shall be declared by the City Council to be surplus items and they shall authorize the disposal of said property in one of the approved ways mentioned above.

No one is allowed to retrieve items that have been disposed or are scheduled to be destroyed.

# PRICE CITY FIRE DEPARTMENT MINIMUM SPECIFICATION FOR SELF CONTAINED BREATHING APPARATUS SCBA

PROJECT NUMBER 13C-2023

Bid Opening <TBD>
PRICE MUNICIPAL CORP | 432 WEST 600 SOUTH, PRICE UTAH

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## Bid Advertisement Price Municipal Corporation

Sealed Bid Proposals for **Self Contained Breathing Apparatus (SCBA) Project #13C-2023** 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 **<TBD>** on **<TBD>**. The principal items are to supply new SCBA equipment. Bidding documents may be examined and obtained at the Price City Public Works Complex, 432 West 600 South; (435-637-5010).

Dated: <TBD>

To be published <TBD>

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#### PRODUCT REQUIREMENTS

The Self Contained Breathing Apparatus (SCBA) furnished under these requirements shall be new, as offered to commercial trade and shall be of comparable quality, workmanship and material. This SCBA shall meet the following minimum requirements but are not limited to the features furnished by the manufacturer.

) SCBA Unit shall include a harness/backpack, a full face piece assembly and 2 (two) cylinders.

#### **REQUIRED APPROVALS**

- ) Apparatus shall be approved by the NOISH, under 42 CFR, Part 84 as an open circuit, pressure-demand self-contained breather apparatus.
- ) Complaint with all requirements of the NFPA 2018 edition of NFPA-1981 standard on Open-circuit Self-Contained Breathing Apparatus.
- ) Unit equipped with integrated PASS device must meet requirements of NFPA 1982, 2018 edition.
- ) All components shall be approved for Intrinsic Safety under 913 Class 1, Groups C and D, Class II Groups.
- ) Rope and System Components must be compliant with NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services, 2017 Edition; Type: Escape.

#### REQUIRED COMPONENETS/SPECIFIC REQUIREMENTS

#### **FACEPIECE ASSEMBLY**

- ) Facepiece shall be available in three sizes (small, medium, large).
- ) Facepiece shall have nose cup comprised of silicone rubber and available in three sizes (small, medium, large).
- ) Facepiece shall provide means to display the user with visual indicators HUD.
- ) Facepiece lens shall have an internal anti-fog system coating to reduce fogging of the lens.

20 11 of 13

) Lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for lens abrasion, flame resistance, elevated temperature and radiant heat.

#### **HEAD HARNESS**

- ) The head harness will be available in three sizes (small, medium, large)
- ) The head harness shall be easily removed from facepiece to assist with serviceability.

#### REGULATOR

- ) The optional quick disconnect coupling shall be guarded against inadvertent disconnection during use of equipment and shall be designed to prevent snags and increase product durability.
- ) Regulator shall have 2 (two) options for air supply.
- ) Regulator shall be equipped with variable flow bypass.

#### **HEAD-UP DISPLAY (HUD)**

) The mask-mounted regulator shall incorporate a Heads-Up Display to provide alerts SCBA user of air status and PASS alarms.

#### RAPID INTERVENTION CREW/UNIVERSAL AIR CONNECTION (RIC/UAC)

) The SCBA shall incorporate a RIC/UAC fitting to be complaint with the NFPA 1981, 2018 Edition standard.

#### CYLINDER AND VALVE ASSEMBLY

- ) The cylinder shall have working/operating pressures of 2216,4500 and 5500 psig.
- ) Cylinders with 4500 psig must be available in 30-, 45- and 60-minute durations.
- ) Cylinders with 5500 psig must be available in 30-,45- and 60-minute durations.
- ) The SCBA shall maintain all NIOSH and NFPA standards with any of the types of cylinder listed as provided by the SCBA manufacturer.

#### PERSONAL ALERT SAFETY SYSTEM (PASS) DEVICE

) The PASS Device shall be certified to NFPA 1982, Standard on Personal Alert Safety System, 2018 Edition.

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#### **WARRANTY**

) The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.

## REQUIRED BIDDER INFROMATION

- ) The Bidder shall include on separate sheets all supporting documents, as indicated below.
- ) Indicate make and model for the new SCBA.
- ) The Bidder shall include on a separate sheet a list of all additional warranty provided by bidder or manufacturer.
- ) Bidders are encouraged to supply any supporting documentation pertaining to the units being supplied.
- ) Bidder shall supply the cost of a single SCBA with the understanding the Price City may purchase a minimum of **X** SCBA units.

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## PRICE CITY OUTSIDE WATER USER AGREEMENT (Jan 2021)

This Agreement is made and entered into thisday of, 20, by and between
Price City, P.O. Box 893, a Municipal Corporation of the State of Utah, and hereinafter referred to as
"City", and Mellissa Campbell
, for the Property Located at:
Woodhill Estates Subdivision, Phase I, Amendment III, Lot 1, parce 1 02-1001-0008
WITNESSETH: hereinafter individually, jointly or severally referred to as "Outside Water User".

WHEREAS, City presently owns and operates a drinking water system that is capable of delivering water from its water treatment plant to its residents and businesses within and outside of the corporate limits of City; and

WHEREAS, there are some residents living outside the corporate limits of the City along its water distribution system commonly known as Outside Water Users, whose needs for drinking water cannot presently be met by the Price River Water Improvement District or any other water supplier; and

WHEREAS, City is willing to deliver drinking water to those residents and businesses whose properties are situated outside of City and whose water needs cannot be otherwise accommodated at this time; and

WHEREAS, the City has determined that execution of an Agreement by the City and Outside Water Users is necessary to facilitate water delivery to them.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. City hereby agrees to furnish drinking water to the undersigned Outside Water User whose property is situated adjacent to a City water distribution pipeline outside the corporate boundaries of City in Carbon County, Utah. The undersigned Outside Water User hereby expressly acknowledges that City is not obligated to furnish drinking water to users outside of its corporate boundaries and is doing so as a voluntary accommodation for the benefit of Outside Water User.
- 2. The undersigned Outside Water User is hereby entitled to one (1) drinking water connection to serve one residence or business. Any additional connections will require separate approval from the City. No extensions whatsoever shall be made on any main lines or service lines without City approval. Any tampering or abuse of meters, connections or pipelines, and any failure or refusal to repair or prevent loss of water, may result in cancellation of this Agreement and discontinuance of service, as determined by the City.
- 3. Water pipelines and appurtenances shall include the water pipelines, service laterals, valves, metering, backflow prevention, fire hydrants and other incidentals necessary to complete an operable installation from the City's water distribution pipeline. All water pipelines and appurtenances, whether on private

23 1 of 3

- property, in an easement, or in the public right of way shall be constructed to City Standards and be inspected by the City Engineer and/or City Water Supervisor or their designees.
- 4. Water pipelines and appurtenances beyond the meter whether located within the public right of away, public utility easement, on private property, or within a private easement shall be owned, operated, repaired and maintained by the Outside Water User.
- 5. If a structure is more than 250 feet from a fire hydrant, it is recommended that an 8 inch water main be installed by Outside Water User followed by a 6 inch water lateral to a fire hydrant. The service lateral may be taken from the 8 or 6 inch pipeline.
- 6. All water use at all service connections shall be metered to account for all water used through those connections. Selection of a meter location will be at the discretion of the City. Every effort will be made to place the meter within the public right of way or public utility easement for ease of access and meter reading. The meter will remain the property of the City.
- 7. Outside Water User shall use water wisely and avoid waste, taking steps to promote conservation and prevention of water loss.
- 8. Delivery of water to Outside Water User is subject to and contingent upon the availability of water not otherwise required by water users within the City limits. The City shall not be liable for any damage resulting from its inability, for any cause whatsoever, to furnish water to the Outside Water User, for domestic use, agricultural use or fire protection, or in the event that City shuts off any water delivery, without notice, for repairs or otherwise.
- 9. All water service connections approved and installed for Outside Water User under the provisions of this Agreement shall establish Outside Water User as a customer of the City. All payments assessed by the City for such water use must be paid by the undersigned Outside Water User directly to City. Payments for such water use delivered through connections to separate private water company lines shall be made directly to that private water company, who will then pay the City.
- 10. The City will charge the undersigned Outside Water User the same rate for monthly water use as the City charges other Outside Water Users as per the Ordinances or Resolutions of City. The parties hereto further agree that the City reserves the right to change said water rates at any time should the City determine such course of action to be necessary.
- 11. It is further understood and agreed that the City Water Supervisor shall have access to the undersigned Outside Water User's property served hereby for the purpose of inspection or any other purpose pertaining to the said water use.
- 12. The parties hereto further understand and agree that the undersigned Outside Water User shall provide the City one (1) Scofield Water Share or payment of the equivalent dollar amount thereof for each connection, and shall pay to the City all the necessary fees according to current City Resolutions/Ordinances prior to installation of meters and activation of each connection.
- 13. This Agreement shall remain in full force and effect unless and until it is terminated by either party hereto and shall remain binding upon the parties and their respective heirs, successors and assigns.

Page 2 of 3

24 2 of 3

IN WITNESS WHEREOF, the parti written.	ies hereto have executed this Agreement the day and year first above
witten.	PRICE CITY
	By:Michael Kourianos
ATTEST:	Its: Mayor
City Recorder	
STATE OF UTAH ): ss.	
COUNTY OF CARBON )	
On this day of KOURIANOS and Jaci Adams Recorder of Price City, respectively, an on behalf of Price City by authority of r	
	Notary Public
	OUTSIDE WATER USER
	By: Mellisse n Campbell (Signature)
STATE OF UTAH )	DORIS JOHNSTON NOTARY PUBLIC STATE OF UTAH COMMISSION# 721963
COUNTY OF CARBON )	COMMISSION# 721963 COMM. EXP. 12-14-2025
personally known to me or proved to me	e on the basis of satisfactory evidence to be the person whose name is Users Agreement and acknowledged to me that he/she executed the same.  Notary Public

## AGREEMENT Price Municipal Corporation – Project # 8C-2023

#### PART 1 GENERAL

#### 1.1 CONTRACTOR

A. Name: CONTRACT WEST

B. Address: 7597 COUNTRY MANOR ROAD SALT LAKE CITY, UTAH 84121

C. Telephone Number: (801)943-0257

#### 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 construction of:

BTAC RE-ROOF / NEW ENTRY DOOR AND UPADATE CURRENT DOOR

B. 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.

Re-roof certain section of the Business and Technical Assistant Center (BTAC), install a new door and update a existing door.

#### 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

26 1 of 4

- 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: Re-roof Sections 1 and 3 Schedule C: Entry Doors Replacement/Update

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

Schedule A: Two hundred thirty-seven thousand five hundred seventy dollars and no cents - \$237,570.00

Schedule C: Twenty-five thousand dollars and no cents - \$25,000.00

GRAND TOTAL FOR ALL SCHEDULES: Two hundred sixty-two thousand five hundred seventy dollars and no cents - \$262,570.00

#### 2.2 CONTRACT TIME

A. The Work will be completed <u>45</u> calendar days for Schedule A and <u>60</u> calendar days for Schedule C after *August 24<sup>th</sup>*, 2023, 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 the General Conditions. 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 Article 14.5 of the General Conditions.

#### 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

27 2 of 4

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.

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.
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

#### 2.5 CONTRACT DOCUMENTS

A. The following documents list are the complete Bid Package:

Advertisement Bid Form Measurement and Payments General Information Supplementary Conditions Forms – Reference Only Photos

- B. Other Documents which are applicable to this agreement are:
  - a. Addenda

Addendum #1

Addendum #2

b. The documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

#### PART 3 **EXECUTION**

#### 3.1 EFFECTIVE DATE

28 3 of 4

A.			ment and declare it in effect as of
3.2	OWNER'S AND ACKNOWLEDG	CONTRACTOR'S SUBSCIEMENT	RIPTION AND
OWN	ER: Price Municipal	Corporation	
By: _			
Name	: Michael Kourianos		
Tile: <u>I</u>	<u>Mayor</u>		
By: <u>Ja</u>	PORATE SEAL] Att <u>ici Adams</u> <u>City Recorder</u>	est:	SEAL
CONT	ΓRACTOR		
Name	:		
Addre	ess:		
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Bv:			SEAL

29 4 of 4

Price

PRICE MUNICIPAL CORPORATION 185 EAST MAIN ● P.O. BOX 893 ● PRICE, UT 84501 PHONE (435) 637-5010 ● FAX (435) 637-2905 **Mayor** MICHAEL KOURIANOS

City Council

RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSING
LAYNE MILLER
JOE CHRISTMAN

#### SURPLUS ITEMS DECLARATION

Price City is removing and disposing of items that are not any longer necessary to the efficient day to day operation of the various city departments. From time to time and physical facility to physical facility items will be identified as unnecessary and surplus to the needs of the city.

The first surplus items facility will be Price City Hall/Library. On Thursday, September 14<sup>th</sup>, 2023 items from throughout the building and departments at city hall will be placed in the lobby area of city hall. Items not repurposed will be disposed to the landfill on Friday, September 15<sup>th</sup>, 2023.

#### **RECOMMENDED MOTION:**

1. Move to identify and declare items at the City Hall and future facility clean-up events as unnecessary and surplus to the needs of Price Municipal Corporation.



PRICE MUNICIPAL CORPORATION 185 EAST MAIN ● P.O. BOX 893 ● PRICE, UT 84501 PHONE (435) 637-5010 ● FAX (435) 637-2905 **Mayor** MICHAEL KOURIANOS

**City Council** 

RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSING
LAYNE MILLER
JOE CHRISTMAN

TRAVEL REQUEST: NFP HR TRAINING CONF

**PERSON**: NICK TATTON

**DATE**: SEPT 27, 28, 2023

**LOCATION**: SNOWBIRD, UTAH

**REASON**: NFP CONFERENCE.

**COSTS**: CONF. REGISTRATION \$0.00 – PAID BY NFP (PRICE CITY BROKER).

VEHICLE MILEAGE \$40.00 – FUEL CITY CAR. LODGING \$300.00 – 1 NIGHTS STAY

MEALS \$0.00 - NOT INCLUDED IN CONF.

AIRFARE \$0.00 – NO AIR TRAVEL

REIMBURSEMENTS (\$0.00) - NONE

TOTAL (\$340.00) – DIRECT COST

**BILLING:** HUMAN RESOURCE DEPARTMENT 10-49-230, BUDGETED

MISC: NONE.

31 1 of 1

BUSINESS LICENSE	-			·	7	-0-	
Account No: 5109	<del>-</del>						
Business Activity: 021							
CC Approval: ☐ Yes ☐ No Date:							
License Sent: Health Dept:		1	ce	1			
				Ita.			
Send all completed and properly			SE APPLIC			licensing fe	es to: Price City
Business Licensing, P.O. Box 89						ricensing ie	es to. Price Oily
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		Business I	nformation				
Business Status:	lew Business	Location	Change [	Name	Change	☐ Owr	nership Change
Business Name (include DB	A): Castleview H	lealing Hor	izons				
If Name Change, list previou	s name:						
Business Address: 230 N H	Hospital Drive				Suite/Apt.	No.: Suite	2
City: Price	S	tate: UT			Zip Code: 84501		
Business Telephone: ( 435 ) 637-1697	В	Business E-mail:			Business Fax: 435-637-1690		
Mailing Address (if different)	:		City:		State:	Zip	Code:
Property Owner's Name: Cas	tleview Physician Prac	tices, LLC	Property Ow	ner's Te	lephone: (4	35 ) 637-	4800
Type of Organization: (Include copy of name regist	Corporation		artnership		Sole Proprie	etorship	☑ LLC
Type of Business:	Commercial	Home	Occupation		Reciprocal		
Nature of Business:	nufacturing	Retail	Wholesale	Serv	ices 🗸	Other	
Opening Date: 9/1/2023	Business Hou	urs: From 8:0	00 AM To 5			BFSSU	J (please circle)
Detailed Description of Bu	siness: Medical Offi	ce Practice	Jani-12Fini Filda	iy			
						- 684-1-1	. Henry
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No. of Rental Units:	No. of RV Space	es:	No. of Motel	Rooms:	N	o. of Beds:	
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State License No. (Include	сору):		State Licens	se Type:			
THE FOLLOWING LICENS Licensing Officer (City Reco Alcoholic Beverages Pawnbroker	rder) at (435) 636- Eating Es		East Main, for		formation.		

**Business License Application** 

2 of 4

Revised 06/21

addition to existing husnes

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If Name Change, list previou	ıs name:					
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City: Price		State:	<i>L</i> .	Zip Co	de: 8	4501
Business Telephone: (435) 820-4044	1	Business E-ma	0 -		ss Fax:	
Mailing Address (if different):			City:	State:		Zip Code:
Property Owner's Name: State Type of Organization: (Include copy of name regist Type of Business:	Corporati	State of Utah)  Home	Property Owner  artnership  Occupation	☐ Sole Pro	prietorshi ocal	4
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f Name Change, list previou	s name:					
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Business Telephone: (503) 475-4421	1	Business E-ma She Pupush	ail: ouek - Shavei ce	Busine		1
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Property Owner's Name: B	rent Ba	rker	Property Owner's T	elephone:	(435)	637-4901
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State Sales Tax I.D. No. (In exemption):	clude copy or p	noor or	85-	2674	02/	
State License No. (Include	copy): 55C)	0489	State License Typ	e: UFH	P	
THE FOLLOWING LICENSI			ONAL REQUIREME East Main, for more			

CC Approval: ☐ Yes ☐ No Date:_ icense Sent		1	Celtar				
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Type of Organization: (Include copy of name registi		on 🗆 Pa	artnership	-	prietorsh		
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State Sales Tax I.D. No. (Incexemption):	clude copy or	proof of	Federal Tax I.D. N	10. (Includ	de copy)		
State License No. (Include	сору):	1/4	State License Typ	pe: No	1		
THE FOLLOWING LICENSE Licensing Officer (City Recon	der) at (435) 6			information	on. Chec		