

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 09/27/2023. 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 Davis

4. PUBLIC COMMENTS

5. GENERAL BUSINESS/DISCUSSION

- a. PUBLIC HEARING. Public hearing to receive input on the potential sale of real property owned by Price City, parcel ID#01-1979-0000.
- b. RESOLUTION NO. 2023-018. Consideration and possible approval of A Resolution of the Price City Council Authorizing the Surplus and Sale of Real Property.
- c. RESOLUTION NO. 2023-019. Consideration and possible approval of a Resolution Updating and Establishing a Job Description for Price Municipal Corporation Employees.

6. CONSENT AGENDA

- a. MINUTES for 09-13-2023 City Council Workshop & City Council
- b. OUTSIDE WATER USER CONNECTION: JUSTIN BRACKETT-Consideration and possible approval of an outside water connection for Justin Brackett, 601 S 500 E, Parcel #2-1160 Lot 1 & 2. Outside Water User is required to pay all standard connection fees and provide One (1) Scofield Water Share to Price City.
- c. PROJECT 14C-2023 CONSUMER WASH WATER LINE- Consideration and possible approval of an agreement with Terry R. Brotherson Excavating Inc. for Project 14C-2023, Consumer Wash Water Line for \$92,605.60. Other bids received: BODEC - \$93,750.00, and TSJ - \$227,646.05.

- d. AMENDED UTILITY POLICY EFFECTIVE DATE. Consideration and possible approval of amendment of the effective date of Resolution 2023-09, A Resolution Amending Price City Policy and Procedure Regarding Payment of Utility Accounts, Disconnection, Reconnection and Deposit/Fee Schedule from July 1, 2023 to January 1, 2024 to better align with department staffing changes and additional possible amendments to the policy.
- e. CAREER LADDER. Consideration and possible approval of a Career Ladder promotion for Derek Richardson from Facility Tech II, Grade 8 to Facility Tech III, Grade 10.
- f. TRAVEL REQUEST. Frankie Tapia, Fall Conference Substance Use Disorders, September 12-15, 2023, St. George, UT. Debbie Worley, Victim's Advocate Statewide Training, September 20-22, 2023, St. George, UT.
- g. BUSINESS LICENSES. Flats on First, (Airbnb) at 105 W 100 N, Tony Basso. Tthayn Fitness at 290 N 400 E for Tana Thayn.

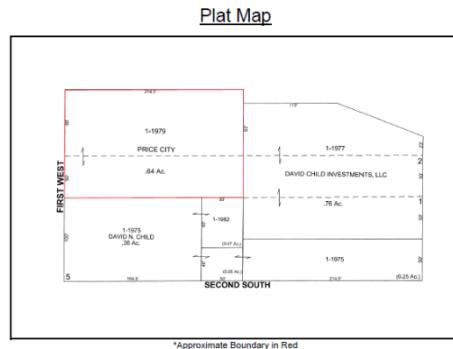
7. UNFINISHED BUSINESS

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.

NOTICE OF PUBLIC HEARINGS

The Price City Planning and Zoning Commission will hold a public hearing to receive input on the proposed surplus and sale by Price City of the property located at 127 S 100 W, parcel ID # 01-1979-0000, .64 acres. The public hearing will be held in the Price City Council chambers at Price City Hall, located at 185 E Main Street and begin at 5:00pm on September 25th, 2023. Advance comments may be provided to Nick Tatton at nickt@priceutah.net.

The Price City Council will hold a public hearing to receive input on the proposed surplus and sale by Price City of the property located at 127 S 100 W, parcel ID # 01-1979-0000, .64 acres. The public hearing will be held in the Price City Council chambers at Price City Hall, located at 185 E Main Street and begin at 5:30pm on September 27th, 2023. Advance comments may be provided to Nick Tatton at nickt@priceutah.net.



Published in the Emery Telcom News September 6, 13, 20, 2023

RESOLUTION NO. _____

**A RESOLUTION OF THE PRICE CITY COUNCIL AUTHORIZING THE SURPLUS
AND SALE OF REAL PROPERTY**

WHEREAS, Price City (hereinafter referred to as "City") conducted a comprehensive real property evaluation project (hereinafter referred to as the "Evaluation") in 2006 including all City-owned real property, within or without the boundaries of the City; and,

WHEREAS, resulting from the Evaluation the City adopted a Real Property Management Policy (hereinafter referred to as the "Policy") including definitions, real property action and decision process guidance and decision tree, a copy of the Policy is attached herewith in Exhibit 1 and by this reference made a part hereof; and,

WHEREAS, City was presented with a request to consider possible designation of surplus and sale from City to a private buyer of certain real property owned by City in 2002 and again in 2003; and,

WHEREAS, pursuant to the request City advertised and received sealed bids from potential purchasers of certain real property, identified as having a situs address of 127 S 100 W, Price, Utah 84501 and further identified as parcel ID #01-1979-0000 (hereinafter referred to as the "Property") owned by City through a public process, a copy of the public notice for bids is attached in Exhibit 2 and by this reference made a part hereof; and,

WHEREAS, pursuant to the Policy, the Price City Real Property Management Committee (hereinafter referred to as the "Committee") provided policy and process oversight to the bid solicitation and evaluation process in regard to the consideration of possible sale of the Property by City to a bidder; and,

WHEREAS, the Committee has met, discussed and evaluated City need/use of the Property and has recommended the Property be declared as surplus to the needs of the City and community and the sale of the Property be authorized, a copy of a letter of recommendation is attached herewith in Exhibit 3 and by this reference made a part hereof; and,

WHEREAS, the recommended bid acceptance complies with the language, intent and the spirit of the Policy providing for eminent investment, development and job creation within City; and,

WHEREAS, pursuant to the Policy the Price City Council (hereinafter referred to as the "Council") has conducted a public hearing to receive input on the contemplated surplus designation and sale of the Property by City to a qualifying, evaluated and recommended purchaser identified in the bid process; and,

WHEREAS, the Price City Planning and Zoning Commission has recommended that the Council consider, evaluate and authorize the surplus designation of Property and dispose of Property by means of financial sale, a copy of the Commission resolution affirming the recommendation is attached herewith as Exhibit 4 and by this reference made a part hereof; and,

WHEREAS, City has conducted a public hearing to receive input on the contemplated surplus designation and sale of the Property by City to a qualifying, evaluated and recommended purchaser identified in the bid process; and,

WHEREAS, City utilizes Property (and associated structures and appurtenances thereon) for the day-to-day operation and provision of municipal services to the community; and,

WHEREAS, City has identified and selected a preferred alternative to utilizing the Property for day-to-day operation and provision of municipal services to the community that increases operational efficiency of City; and,

WHEREAS, based upon the foregoing the Council has determined that declaring and designating the Property surplus to the needs of the City and disposing of the Property by means of financial sale is in the best interest of the inhabitants of Price City;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Policy. The Council has determined that the Policy has been complied with in contemplation of the subject transaction.

Section 2. Surplus. The Council has determined that the Property is considered surplus to the needs of the City and the community without harm or negative impact to the citizens of Price City.

Section 3. Funds from Sale. The Council shall require that any proceeds received from the sale of the Property by City are categorically committed for use consistent with the Policy.

Section 4. Authority. The Council has the authority to act upon and authorize the transaction to sell the Property as contemplated herein.

Section 5. Property Future Land Use, Buyer Requirements to be Included in Transaction.

1. That future land use at the Property be subject to all terms and conditions and permitting requirements contained within the Price City Land Use Management and Development Code.
2. The buyer of the Property from City shall incur all costs associated with the transaction contemplated herein, not otherwise previously agreed upon.
3. The buyer of the Property from City shall incur all costs and liabilities associated with the Property and future development thereon upon completion of the sale transaction contemplated herein.
4. The buyer of the Property shall warrant to City that commencement of commercial development and improvement as taxable commercial property shall occur within not more than twenty-four (24) months of the date of this resolution unless otherwise agreed upon by City. The buyer further shall warrant to City that completion of commercial development and improvement as taxable commercial property shall occur within not more

than forty-eight (48) months of the date of this resolution unless otherwise agreed upon by City.

5. In the event of failure by buyer to commercially develop and improve Property after as indicated in Number 4 above, Buyer and City may negotiate alternate terms regarding commercial development. In the absence of completion of commercial development or alternate negotiated terms the Property shall revert in ownership of Property back from buyer to City. In the event of ownership of the Property reverting to City the following shall apply:
 - a. Buyer to restore and remediate Property to a condition satisfactory to City immediately upon such reversion of ownership.
 - b. And the following shall apply and be included in bold lettering in the contract: **No purchase refund of sale proceeds from City to buyer shall be authorized.**
6. Finding that completion of the contemplated transaction for sell-purchase of the Property between City and buyer may occur prior to site readiness for new City facilities for day-to-day operation of City and prior to need for use and development of Property by buyer, City shall be permitted to access, occupy and use property consistent with current use and practice free of charge or encumbrance by buyer for a period not to exceed twenty-four (24) months from the date of this resolution.

Section 6. Transaction Authorization. Council hereby authorizes City staff to conduct all necessary requirements to complete the transaction for the sale of the Property as contemplated herein.

Section 7. Repealer, Law, Severability.

1. Any prior actions by the Council or City in conflict with this resolution are hereby repealed.
2. The transaction contemplated herein shall be completed pursuant to the Laws of the State of Utah.
3. Shall any portion of this resolution or the transaction contemplated herein be determined invalid by a competent court with jurisdiction the remaining portions shall remain valid and in full force and effect.

Section 8. Successors and Assigns. The terms and conditions of this resolution and the transaction contemplated herein shall be binding upon all successors and assigns.

SIGNED AND ADOPTED THIS _____ DAY OF _____, 2023.

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

EXHIBIT 1
COPY OF REAL PROPERTY MANAGEMENT POLICY

REAL PROPERTY MANAGEMENT POLICY

I. INTRODUCTION

Price City owns properties which are used for various municipal purposes such as fire stations, swimming pools, parks, right-of-ways, and offices as well as other undeveloped properties. It is the City's policy to acquire, divest, use and develop City-owned real property in a manner which appears to best serve the long-term interests of the City and its citizens as a whole, subject to provisions of law and as guided by the Price City General Plan. In order to carry out municipal purposes, the city may also lease, acquire, or divest easements or permits to property which it does not own outright.

Oversight of Price City properties is generally provided by an assigned member of City Council with assistance from the Facilities Manager, however each Department Head is accountable for the general condition, safety and fitness for purpose of the active-use real property associated with their department function, e.g. fire station/Fire Department, city parks/Public Works Department, etc. Real property rights carry with them an obligation for effective stewardship including routine inspection for hazards, nuisances, safety and unauthorized use or occupancy. This stewardship is the accountability of department heads for property in active-use and is managed according to department policies and this policy. Stewardship of inactive real property is the accountability of the Facilities Manager or alternatively assigned staff member and the conditions of this policy. Inactive property shall be formally reviewed by the assigned City Council Member and Facilities Manager at least once every three years to for the effective stewardship principles enumerated in the introductory paragraph of this policy.

II. PURPOSE AND INTENT

Provide a framework for making decisions concerning management, acquisition, and disposition of property that includes the long-term visions of the Price City General Plan and other adopted City plans and policies.

Encourage responsible stewardship to use, manage and develop the City's real estate assets to support municipal functions and to best serve the long-term interests of the City and its citizens.

Provide consistent guidelines for property use, acquisition and disposition decisions that incorporate public involvement.

Establish and preserve an inventory of financial and real property assets to assure a sustainable short and long term exceptional quality of life in Price City.

III. DEFINITIONS

Active-Use Property

Active-Use Property provides an intentional, prescribed and beneficial use to the citizens or government of Price City. Examples include parks, occupied buildings, flood control, public access, and etc. Active-use property is part of the fabric of services provided by the municipality.

Acquisitions

Acquisitions are Transactions whereby the City acquires and holds real property or real property rights (leases, easements, etc) by purchase, gift, or other appropriation. Acquisitions also include permits to use real property not under the jurisdiction of the City.

Disposals

Disposals include the sale, transfer and/or exchange of real property rights including leases or easements. Disposals do not include the transfer of real property secured by a loan or other obligation of another party. Disposals do not include Permits or Transfers of Jurisdiction.

Inactive Property

Inactive Property does not have a current intentional, prescribed and beneficial use to the citizens or government of Price City. Inactive property may be inside or outside city limits and is not necessary to current or future City services and plans.

Legislative Body

Legislative Body is inclusive of the Mayor and City Council acting in accordance with state and local laws and accepted protocols.

Major Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is substantially notable or conspicuous in effect or scope. The matter will be of significant size or directly/indirectly causes high levels of financial consideration, political risk, social risk or liability risk to Price City. Matters that may have large negative impacts if decisions are not superior in evaluation. Parameters for consideration as a major impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of more than \$25,000.
- Real property consideration or transaction involving property that is considered vital to health, safety and welfare of the community.
- Real property consideration or transaction that involves contracted services for survey, appraisal or title work.

Minor Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is relatively inferior in importance, size or degree and is generally considered comparatively unimportant. The matter will be of insignificant size and does not pose any additional or undue financial, political or liability risk to Price City. Parameters for consideration as a minor impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of less than \$10,000.
- Real property consideration or transaction involving property that is not necessary to the health, safety and welfare of the community.
- Real property consideration or transaction involving property declared surplus to the needs of Price City by the Price City Council.
- Real property consideration or transaction not requiring use of outside contractors for evaluation and information.

Moderate Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is void of extreme value, risk, involvement, but retains elements of average importance to Price City. The matter will be characterized by political, social or financial considerations that are not extreme and may be limited in scope or effect. Matters that are not unduly expensive and in which decisions regarding the matter may not carry large negative implications to Price City if the decision is not the most beneficial option. Parameters for consideration as a moderate impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of more than \$10,000.
- Real property consideration or transaction involving property that is not critical to the health, safety and welfare of the community.
- Real property consideration or transaction involving limited need for use of outside contractors for evaluation and information.

Real Property

Land and appurtenances to land, including buildings, structures, fixtures, fences, and improvements erected upon or affixed to the same.

Real Property Rights

A legal share of ownership in Real Property, whether entire ownership, and is fee simple interest, or partial ownership as in a leasehold interest.

Real Property Catalogue

The written inventory of real property and real property rights, including Transfers of Jurisdictions owned and or prepared by Price City.

Transfers of Jurisdictions

Transfers of Jurisdiction are Transactions between the City and other governmental entities where jurisdiction over real property is transferred and reassigned, but the title to the real property remains in the name of the people of the City.

Transactions

For purposes of this Policy, transactions shall include, but not be limited to acquisitions, disposals, and transfers of jurisdiction of both real property and real property rights.

IV. GENERAL LEGAL REQUIREMENTS

All Transactions shall comply fully with applicable Federal, State, and Local laws, rules, and regulations.

V. GENERAL PRINCIPLES

- A. Price City shall maintain adequate inventory controls and accountability systems for all real property and real property rights under its control.
- B. A clear and comprehensive record shall be created for each Transaction that documents compliance with this policy. Such record shall be maintained in a manner and for a period consistent with the applicable document retention policy.
- C. The Legislative Body shall approve all transactions relative to real property rights, except as otherwise delegated.
- D. The City will strategically utilize its inventory of Real Property to further the City's goals while avoiding unnecessary acquisition of Real Property Rights.
- E. Transactions involving real property rights shall be done as promptly as possible. Unless otherwise authorized by the Legislative Body, all transactions shall be completed within one year of Legislative Body authorization.
- F. Decisions regarding Real Property Rights should be based on the effective and efficient delivery of city services and implementation of the Price City General Plan.
- G. Prior to carrying out any transaction, an analysis shall be conducted to determine that the subject transaction fulfills the requirements and obligations of this policy.
- H. A balance of operational, financial, environmental, and other relevant factors must be comprehensively considered in all decisions.
- I. Public participation is welcome and encouraged in the management , acquisition, and disposition of real property.

J. All monies generated through the lease, rent, or sale of government type real property shall be deposited into the General Fund; such cash will be maintained in an interest bearing account established with the Public Treasurer's Investment Fund (PTIF). The PTIF balance, including interest, shall be restricted for the improvement and/or maintenance of existing properties, purchase of new properties, or investment in properties which will benefit the City. Revenues will be accounted for in separate line items and related expenditures in an individual department within the General Fund.

VI. GENERAL PRACTICES AND PROCESS

A. Transactional Analysis

Every proposed Transaction shall have an analysis conducted that will address all salient real property-related issues, and that will consider other Transaction types as possible alternatives. The following tools will be used:

1. Decision Tree

Exhibit A, attached to this policy is a decision tree to be used in Transactional Analysis

2. Considerations

Exhibit B, attached to this policy is a considerations flow chart to be used in Transactional Analysis.

B. Types of Transactions

1. Disposals

The Legislative Body may receive requests for disposal of property rights or may determine on its own that property or rights to property are no longer needed for city purposes; or that disposition is in the best interest of the City. In such cases the Legislative Body can retain but lease the property, trade the property or sale the property.

2. Acquisitions

The Legislative Body can acquire real property or property rights for a variety of purposes including, but not limited to, construction, improvement, and operation of city services.

3. Transfers of Jurisdictions

Transfers of Jurisdiction will be progressed on such terms and conditions as may be approved by the Legislative Body.

4. Amendments, Extensions, Renewals of Existing Property Rights

Shall be reviewed by an appropriate steward upon end of contract term, request for extension or other appropriate time to evaluate applicability and recommend action to Legislative Body.

C. Use of Appraisals

Consideration for Disposals and Acquisitions of real property shall be based on the estimated fair market value of the real property as determined by an appraisal. In limited circumstances, fair market value may be determined by other means (e.g., a request for proposals process). When appraisals are used to determine fair market value, such appraisals shall be conducted as provided below:

1. Internal Appraisals

Internal appraisals may be conducted by authorized City staff for transactions categorized as Minor Impact Decision Items.

2. External Appraisals

External appraisals shall be conducted by licensed independent parties retained or approved by Price City for acquisitions, and disposals categorized as Major or Moderate Decision Items

3. Eminent Domain

When the need arises for the City to acquire real property via exercise of the power of eminent domain, the City shall comply with all appraisal requirements as required law.

D. Advertising and Bidding

When advertising for bids is required:

1. the advertisement shall be made at such time, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the real property,
2. all bids shall be publicly disclosed at the time and place stated in the advertisement, and
3. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to Price City, price and other factors considered, provided, that any and all bids may be rejected when it is in the public interest to do so.

E. Acquisitions or Disposals by Negotiation

All Acquisitions or Disposals by Negotiation must be approved by the Legislative Body. At least 90 days before the Transaction, an explanatory statement for each of the Acquisition or Disposals by Negotiation must be prepared and distributed to the Legislative Body. The explanatory statement must include the circumstances of the Transaction, justification for the Acquisition or Disposal by Negotiation, and the proposed price or value received. In all cases the statement must be available to the Legislative Body prior to bringing the Transaction for approval.

F. Review by City Attorney

All Transactions shall first be submitted to the City Attorney for approval as to form prior to completion of Transaction.

G. Public Involvement and Opinion

Processes relative to real property transactions should facilitate public participation as dictated by the general principle identified in Section V., H. of this policy or as alternatively directed by the Legislative Body.

H. Review by other Agencies

Transactions shall be coordinated with State, federal, and other local agencies and jurisdictions as may be required by statute, regulation or courtesy.

REAL PROPERTY RE-EVALUATION DECISION TREE

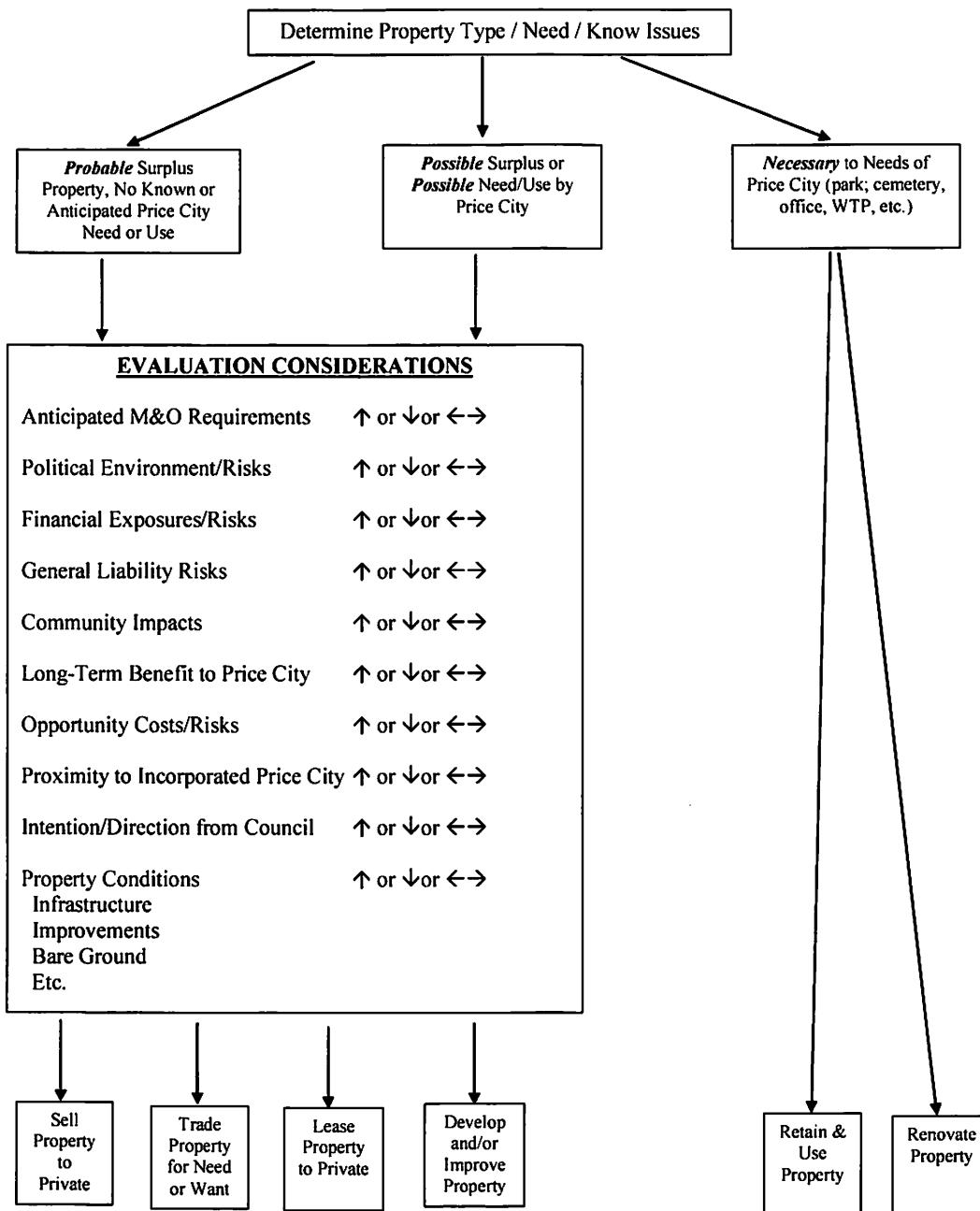


Exhibit B

Real Property Management Policy
Price Municipal Corporation

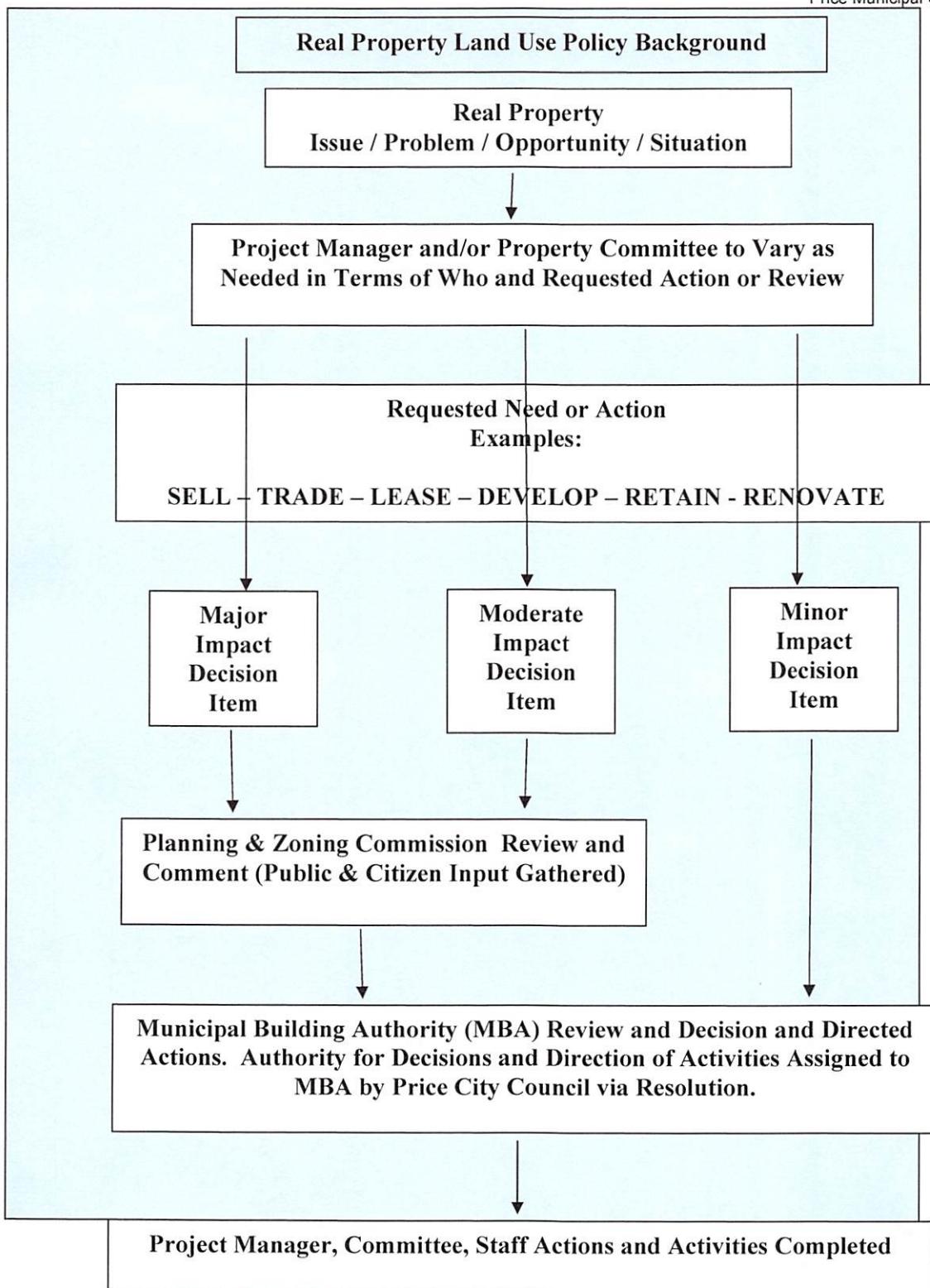


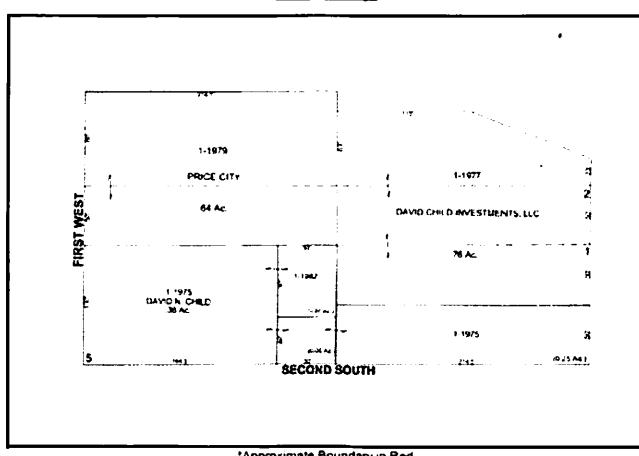
EXHIBIT 2
BID SOLICITATION PROCESS VERIFICATION

REQUEST FOR PROPOSALS FOR THE PURCHASE AND IMPROVEMENT OF PRICE CITY SURPLUS PROPERTY

Price City is accepting sealed bids and proposals regarding the possible sale and development of approximately .64 acres of potentially surplus real property parcel ID # 01-1979-0000 located at approximately 127 S 100 W. Bids must be received by Nick Tatton at 185 E Main Street, Price, UT 84501 via USPS or other carrier or hand delivery on or before 12:00pm noon on Thursday, July 13th, 2023 and clearly marked "Real Property Purchase Bid Proposal". At approximately 12:15pm on Thursday, July 13th, 2023 a public opening of bids/proposals received will take place in the Mayor's Conference Room, 185 E Main Street – Room 201, Price, UT 84501.

Bids and proposals must include the following minimum information: (1) the total price that is offered to be paid for the purchase of the real property, (2) the method, form and timing of payment that will be utilized to pay for the real property; (3) anticipated imminent development plans utilizing the property that benefit the economic condition of the community; (4) any additional information deemed pertinent by the submitter.

Plat Map



Published in the Emery Telcom News on July 5th and July 12th, 2023

TO: Price City

FROM: Dave Child
A-1 Rental and Sales Inc

DATE: July 12, 2023

RE: Real Property Purchase Bid Proposal

Please accept and consider the following possible property purchase scenarios regarding the Real Property Purchase Bid Proposal advertised for Parcel ID #01-1979-0000. Note that the anticipated imminent development and additional information deemed pertinent is generally the same in all proposed scenarios with some minor differences. All proposed scenarios are open for discussion and further negotiation as it is important to find a pathway to completion of the transaction that accommodates the expansion and growth plans for A-1 Rental and well as meets the needs of Price City for storage and property usage. It does appear that any of the scenarios will require a current property survey to determine the actual location of the property lines as measurements along the current fence lines do not seem to match the plat map dimensions. While I am open to all scenarios, and perhaps even different approaches based on any discussions and negotiations, my preferred scenario is #1. Please do not hesitate to contact me at any time with questions or clarifications, Nick Tatton has my contact information on file. Thanks in advance, I think completing such a transaction will have the potential to provide a long-term beneficial impact for Price City in terms of investment, property tax revenue and job creation.

1. Scenario 1: Direct Property Purchase with Negotiated Included Items.
 - a. Purchase Price for Parcel of \$200,000 cash.
 - b. Cash payment to be paid upon negotiated closing date/time for property sale.
 - c. Development of new building and facilities of A1 Rental on property within a 2-3 year time period, perhaps sooner based on availability of building materials, etc.
 - d. Additional pertinent information:
 - i. (1) Purchaser to relocate east-west power distribution line (approximately 4 poles) to accommodate site development. Price City to help with cost mitigation;

- ii. (2) Purchaser to relocate electric service line running north to existing Price City buildings and to Airgas building. Price City to help with cost mitigation;
- iii. (3) Price City to coordinate with Larry Jensen at Carbon Country regarding fee waivers for removal and disposal of existing structures –Larry has indicated a willingness to accommodate such a request;
- iv. (4) Price City to provide procedural assistance to obtain a demolition permit;
- v. (5) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
- vi. (6) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
- vii. (7) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate.

2. Scenario 2: Direct Property Purchase with Negotiated Included Items.

- a. Purchase Price for Parcel of \$300,000 cash.
- b. Cash payment to be paid upon negotiated closing date/time for property sale.
- c. Development of new building and facilities of A1 Rental on property within a 2–3 year time period, perhaps sooner based on availability of building materials, etc.
- d. Additional pertinent information:
 - i. (1) Price City to relocate east-west power distribution line (approximately 4 poles) to accommodate site development;
 - ii. (2) Price City to relocate electric service line running north to existing Price City buildings and to Airgas building;
 - iii. (3) Price City to demolish and dispose of all construction materials and all other miscellaneous materials from site;
 - iv. (4) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
 - v. (5) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
 - vi. (6) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate.

3. Scenario 3: Subdivide Property and Direct Purchase with Negotiated Include Items.
 - a. Subdivide the property at approximately the 90-foot point (approximately 40% of property) creating an East and a West parcel. Purchase of resulting east parcel for \$75,000.
 - b. Cash payment to be paid upon negotiated closing date/time for property sale.
 - c. Development of new building and facilities of A1 Rental on property within a 2–3 year time period, perhaps sooner based on availability of building materials, etc.
 - d. Additional Pertinent Information:
 - i. (1) Price City to relocate east-west power distribution line (approximately 4 poles) to accommodate site development (may be less intensive than in other scenarios due to new property lines);
 - ii. (2) Price City to relocate electric service line running north to existing Price City buildings and to Airgas building (may be less intensive than in other scenarios due to new property lines);
 - iii. (3) Price City to coordinate with Larry Jensen at Carbon Country regarding fee waivers for removal and disposal of existing structures – Larry has indicated a willingness to accommodate such a request;
 - iv. (4) Price City to provide procedural assistance to obtain a demolition permit;
 - v. (5) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
 - vi. (6) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
 - vii. (7) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate;
 - viii. (8) A1 Rental to submit, with Price City assistance, a request for property subdivision in advance of the transaction completion.

Thank you again for the time to consider these possible scenarios.

Sincerely,



Dave Child
A-1 Rental and Sales Inc

EXHIBIT 3
REAL PROPERTY COMMITTEE RECOMMENDATION



Mayor
MICHAEL KOURIANOS

City Council

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

PRICE MUNICIPAL CORPORATION
185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905

DATE: JULY 20th, 2023

TO: PRICE CITY PLANNING AND ZONING
PRICE CITY COUNCIL

FROM: REAL PROPERTY MANAGEMENT COMMITTEE

RE: RECOMMENDATION

Please be advised that the Real Property Management Committee has provided oversight to the process to evaluate the potential surplus and sale of Price City owned real property located at 127 S 100 W, parcel ID#01-1979-0000. The Real Property Management Policy has been followed and the remainder of any sale transaction process will include continued policy compliance.

It is the opinion of the committee that the subject property, along with the identified plans for a replacement facility to accommodate and improve the delivery of municipal services to the community, allows the property to be determined to be surplus to the needs of the community and can be sold. It is further recommended that the City Council authorize and direct staff to administer the process to potentially surplus and sell the subject property and finalize the commercial terms of the potential sale.

EXHIBIT 4
RECOMMENDATION BY COMMISSION

COPY

RESOLUTION NO. _____

**A RESOLUTION OF THE PRICE CITY PLANNING AND ZONING COMMISSION
RECOMMENDING THE SURPLUS AND SALE OF REAL PROPERTY**

WHEREAS, Price City (hereinafter referred to as "City") conducted a comprehensive real property evaluation project (hereinafter referred to as the "Evaluation") in 2006 including all City-owned real property, within or without the boundaries of the City; and,

WHEREAS, resulting from the Evaluation the City adopted a Real Property Management Policy (hereinafter referred to as the "Policy") including definitions, real property action and decision process guidance and decision tree, a copy of the Policy is attached herewith in Exhibit 1 and by this reference made a part hereof; and,

WHEREAS, City was presented with a request to consider possible designation of surplus and sale from City to a private buyer of certain real property owned by City in 2002 and again in 2003; and,

WHEREAS, pursuant to the request City advertised and received sealed bids from potential purchasers of certain real property, identified as having a situs address of 127 S 100 W, Price, Utah 84501 and further identified as parcel ID #01-1979-0000 (hereinafter referred to as the "Property"), owned by City through a public process, a copy of public notice for bids is attached herewith in Exhibit 2 and by this reference made a part hereof; and,

WHEREAS, pursuant to the Policy, the Price City Real Property Management Committee (hereinafter referred to as the "Committee") provided policy and process oversight to the bid solicitation and evaluation process in regard to the consideration of possible sale of the Property by City to a bidder; and,

WHEREAS, the Committee has met, discussed and evaluated City need/use of the Property and has recommended the Property be declared as surplus to the needs of the City and community and the sale of the Property be authorized, a copy of a letter of recommendation is attached herewith in Exhibit 3 and by this reference made a part hereof; and,

WHEREAS, the recommended bid acceptance complies with the language, intent and the spirit of the Policy providing for eminent investment, development and job creation within City; and,

WHEREAS, pursuant to the Policy the Price City Planning and Zoning Commission (hereinafter referred to as the "Commission") has conducted a public hearing to receive input on the contemplated surplus designation and sale of the Property by City to a qualifying, evaluated and recommended purchaser identified in the bid process; and,

WHEREAS, City utilizes Property (and associated structures and appurtenances thereon) for the day-to-day operation and provision of municipal services to the community; and,

WHEREAS, City has identified and selected a preferred alternative to utilizing the Property for day-to-day operation and provision of municipal services to the community that increases operational efficiency of City; and,

WHEREAS, based upon the foregoing the Commission has determined that it recommends the Price City Council consider and authorize the surplus designation and the potential sale of the Property pursuant to the Policy and the negotiate the most advantageous commercial transaction terms benefitting the City;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY PLANNING AND ZONING COMMISSION AS FOLLOWS:

Section 1. Policy. The Commission has determined that the Policy has been complied with in contemplation of the subject transaction.

Section 2. Surplus. The Commission has determined that the Property may be considered surplus to the needs of the City and the community without harm or negative impact to the citizens of Price City.

Section 3. Funds from Sale. The Commission recommends that any proceeds received from the sale of the Property by City are categorically committed for use consistent with the Policy.

Section 4. Recommendation. The Commission recommends that the Price City Council dispose of the Property by means of sale as identified and pursuant to the transaction contemplated herein.

Section 5. Property Future Land Use. Future land use at the Property be subject to all terms and conditions and permitting requirements contained within the Price City Land Use Management and Development Code.

Section 6. Repealer. Any prior actions by the Commission in conflict with this resolution are hereby repealed.

SIGNED AND ADOPTED THIS _____ DAY OF _____, 2023.

Jan Young, Chair

ATTEST:

Jaci Adams, City Recorder

EXHIBIT 1
COPY OF REAL PROPERTY MANAGEMENT POLICY

REAL PROPERTY MANAGEMENT POLICY

I. INTRODUCTION

Price City owns properties which are used for various municipal purposes such as fire stations, swimming pools, parks, right-of-ways, and offices as well as other undeveloped properties. It is the City's policy to acquire, divest, use and develop City-owned real property in a manner which appears to best serve the long-term interests of the City and its citizens as a whole, subject to provisions of law and as guided by the Price City General Plan. In order to carry out municipal purposes, the city may also lease, acquire, or divest easements or permits to property which it does not own outright.

Oversight of Price City properties is generally provided by an assigned member of City Council with assistance from the Facilities Manager, however each Department Head is accountable for the general condition, safety and fitness for purpose of the active-use real property associated with their department function, e.g. fire station/Fire Department, city parks/Public Works Department, etc. Real property rights carry with them an obligation for effective stewardship including routine inspection for hazards, nuisances, safety and unauthorized use or occupancy. This stewardship is the accountability of department heads for property in active-use and is managed according to department policies and this policy. Stewardship of inactive real property is the accountability of the Facilities Manager or alternatively assigned staff member and the conditions of this policy. Inactive property shall be formally reviewed by the assigned City Council Member and Facilities Manager at least once every three years to for the effective stewardship principles enumerated in the introductory paragraph of this policy.

II. PURPOSE AND INTENT

Provide a framework for making decisions concerning management, acquisition, and disposition of property that includes the long-term visions of the Price City General Plan and other adopted City plans and policies.

Encourage responsible stewardship to use, manage and develop the City's real estate assets to support municipal functions and to best serve the long-term interests of the City and its citizens.

Provide consistent guidelines for property use, acquisition and disposition decisions that incorporate public involvement.

Establish and preserve an inventory of financial and real property assets to assure a sustainable short and long term exceptional quality of life in Price City.

III. DEFINITIONS

Active-Use Property

Active-Use Property provides an intentional, prescribed and beneficial use to the citizens or government of Price City. Examples include parks, occupied buildings, flood control, public access, and etc. Active-use property is part of the fabric of services provided by the municipality.

Acquisitions

Acquisitions are Transactions whereby the City acquires and holds real property or real property rights (leases, easements, etc) by purchase, gift, or other appropriation. Acquisitions also include permits to use real property not under the jurisdiction of the City.

Disposals

Disposals include the sale, transfer and/or exchange of real property rights including leases or easements. Disposals do not include the transfer of real property secured by a loan or other obligation of another party. Disposals do not include Permits or Transfers of Jurisdiction.

Inactive Property

Inactive Property does not have a current intentional, prescribed and beneficial use to the citizens or government of Price City. Inactive property may be inside or outside city limits and is not necessary to current or future City services and plans.

Legislative Body

Legislative Body is inclusive of the Mayor and City Council acting in accordance with state and local laws and accepted protocols.

Major Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is substantially notable or conspicuous in effect or scope. The matter will be of significant size or directly/indirectly causes high levels of financial consideration, political risk, social risk or liability risk to Price City. Matters that may have large negative impacts if decisions are not superior in evaluation. Parameters for consideration as a major impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of more than \$25,000.
- Real property consideration or transaction involving property that is considered vital to health, safety and welfare of the community.
- Real property consideration or transaction that involves contracted services for survey, appraisal or title work.

Minor Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is relatively inferior in importance, size or degree and is generally considered comparatively unimportant. The matter will be of insignificant size and does not pose any additional or undue financial, political or liability risk to Price City. Parameters for consideration as a minor impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of less than \$10,000.
- Real property consideration or transaction involving property that is not necessary to the health, safety and welfare of the community.
- Real property consideration or transaction involving property declared surplus to the needs of Price City by the Price City Council.
- Real property consideration or transaction not requiring use of outside contractors for evaluation and information.

Moderate Impact Decision Item

A real property consideration or transaction in which the importance, value or interest in the matter is void of extreme value, risk, involvement, but retains elements of average importance to Price City. The matter will be characterized by political, social or financial considerations that are not extreme and may be limited in scope or effect. Matters that are not unduly expensive and in which decisions regarding the matter may not carry large negative implications to Price City if the decision is not the most beneficial option. Parameters for consideration as a moderate impact decision item include, but are not limited to:

- Real property consideration or transaction involving a financial amount of more than \$10,000.
- Real property consideration or transaction involving property that is not critical to the health, safety and welfare of the community.
- Real property consideration or transaction involving limited need for use of outside contractors for evaluation and information.

Real Property

Land and appurtenances to land, including buildings, structures, fixtures, fences, and improvements erected upon or affixed to the same.

Real Property Rights

A legal share of ownership in Real Property, whether entire ownership, and is fee simple interest, or partial ownership as in a leasehold interest.

Real Property Catalogue

The written inventory of real property and real property rights, including Transfers of Jurisdictions owned and or prepared by Price City.

Transfers of Jurisdictions

Transfers of Jurisdiction are Transactions between the City and other governmental entities where jurisdiction over real property is transferred and reassigned, but the title to the real property remains in the name of the people of the City.

Transactions

- For purposes of this Policy, transactions shall include, but not be limited to acquisitions, disposals, and transfers of jurisdiction of both real property and real property rights.

IV. GENERAL LEGAL REQUIREMENTS

All Transactions shall comply fully with applicable Federal, State, and Local laws, rules, and regulations.

V. GENERAL PRINCIPLES

- A. Price City shall maintain adequate inventory controls and accountability systems for all real property and real property rights under its control.
- B. A clear and comprehensive record shall be created for each Transaction that documents compliance with this policy. Such record shall be maintained in a manner and for a period consistent with the applicable document retention policy.
- C. The Legislative Body shall approve all transactions relative to real property rights, except as otherwise delegated.
- D. The City will strategically utilize its inventory of Real Property to further the City's goals while avoiding unnecessary acquisition of Real Property Rights.
- E. Transactions involving real property rights shall be done as promptly as possible. Unless otherwise authorized by the Legislative Body, all transactions shall be completed within one year of Legislative Body authorization.
- F. Decisions regarding Real Property Rights should be based on the effective and efficient delivery of city services and implementation of the Price City General Plan.
- G. Prior to carrying out any transaction, an analysis shall be conducted to determine that the subject transaction fulfills the requirements and obligations of this policy.
- H. A balance of operational, financial, environmental, and other relevant factors must be comprehensively considered in all decisions.
- I. Public participation is welcome and encouraged in the management, acquisition, and disposition of real property.

J. All monies generated through the lease, rent, or sale of government type real property shall be deposited into the General Fund; such cash will be maintained in an interest bearing account established with the Public Treasurer's Investment Fund (PTIF). The PTIF balance, including interest, shall be restricted for the improvement and/or maintenance of existing properties, purchase of new properties, or investment in properties which will benefit the City. Revenues will be accounted for in separate line items and related expenditures in an individual department within the General Fund.

VI. GENERAL PRACTICES AND PROCESS

A. Transactional Analysis

Every proposed Transaction shall have an analysis conducted that will address all salient real property-related issues, and that will consider other Transaction types as possible alternatives. The following tools will be used:

1. Decision Tree

Exhibit A, attached to this policy is a decision tree to be used in Transactional Analysis

2. Considerations

Exhibit B, attached to this policy is a considerations flow chart to be used in Transactional Analysis.

B. Types of Transactions

1. Disposals

The Legislative Body may receive requests for disposal of property rights or may determine on its own that property or rights to property are no longer needed for city purposes; or that disposition is in the best interest of the City. In such cases the Legislative Body can retain but lease the property, trade the property or sale the property.

2. Acquisitions

The Legislative Body can acquire real property or property rights for a variety of purposes including, but not limited to, construction, improvement, and operation of city services.

3. Transfers of Jurisdictions

Transfers of Jurisdiction will be progressed on such terms and conditions as may be approved by the Legislative Body.

4. Amendments, Extensions, Renewals of Existing Property Rights

Shall be reviewed by an appropriate steward upon end of contract term, request for extension or other appropriate time to evaluate applicability and recommend action to Legislative Body.

C. Use of Appraisals

Consideration for Disposals and Acquisitions of real property shall be based on the estimated fair market value of the real property as determined by an appraisal. In limited circumstances, fair market value may be determined by other means (e.g., a request for proposals process). When appraisals are used to determine fair market value, such appraisals shall be conducted as provided below:

1. Internal Appraisals

Internal appraisals may be conducted by authorized City staff for transactions categorized as Minor Impact Decision Items.

2. External Appraisals

External appraisals shall be conducted by licensed independent parties retained or approved by Price City for acquisitions, and disposals categorized as Major or Moderate Decision Items

3. Eminent Domain

When the need arises for the City to acquire real property via exercise of the power of eminent domain, the City shall comply with all appraisal requirements as required law.

D. Advertising and Bidding

When advertising for bids is required:

1. the advertisement shall be made at such time, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the real property,
2. all bids shall be publicly disclosed at the time and place stated in the advertisement, and
3. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to Price City, price and other factors considered, provided, that any and all bids may be rejected when it is in the public interest to do so.

E. Acquisitions or Disposals by Negotiation

All Acquisitions or Disposals by Negotiation must be approved by the Legislative Body. At least 90 days before the Transaction, an explanatory statement for each of the Acquisition or Disposals by Negotiation must be prepared and distributed to the Legislative Body. The explanatory statement must include the circumstances of the Transaction, justification for the Acquisition or Disposal by Negotiation, and the proposed price or value received. In all cases the statement must be available to the Legislative Body prior to bringing the Transaction for approval.

F. Review by City Attorney

All Transactions shall first be submitted to the City Attorney for approval as to form prior to completion of Transaction.

G. Public Involvement and Opinion

Processes relative to real property transactions should facilitate public participation as dictated by the general principle identified in Section V., H. of this policy or as alternatively directed by the Legislative Body.

H. Review by other Agencies

Transactions shall be coordinated with State, federal, and other local agencies and jurisdictions as may be required by statute, regulation or courtesy.

REAL PROPERTY RE-EVALUATION DECISION TREE

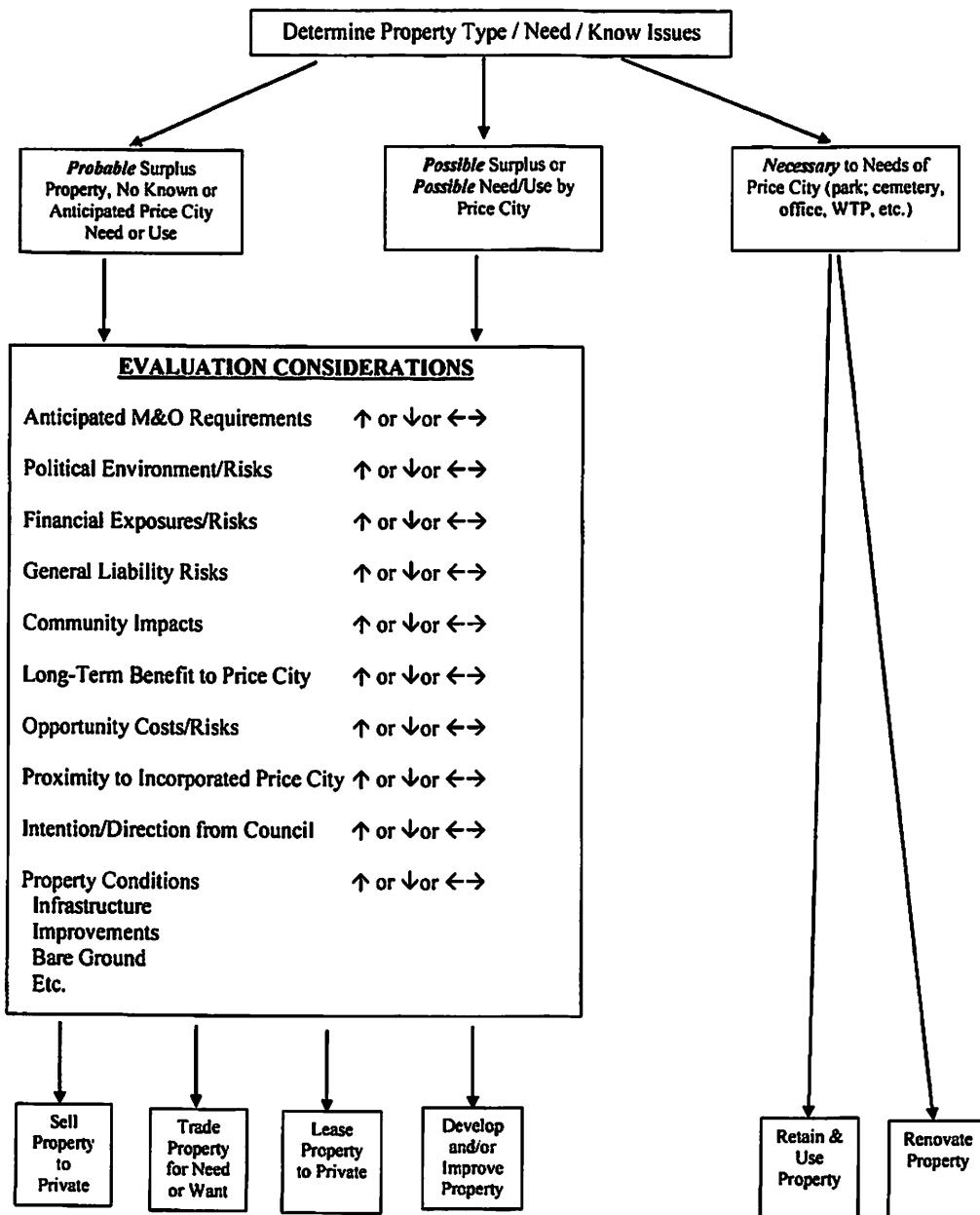


Exhibit B
Real Property Management Policy
Price Municipal Corporation

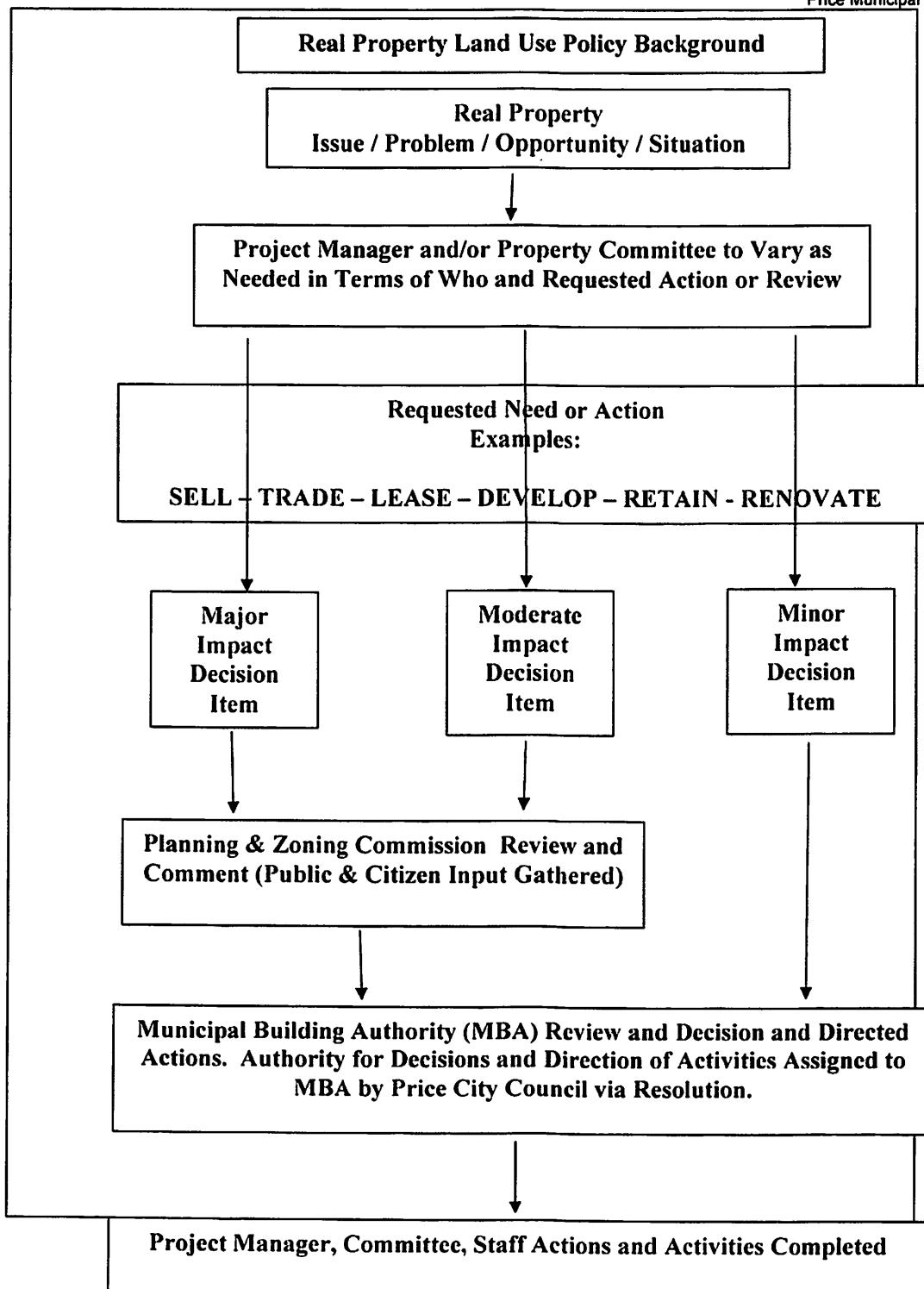


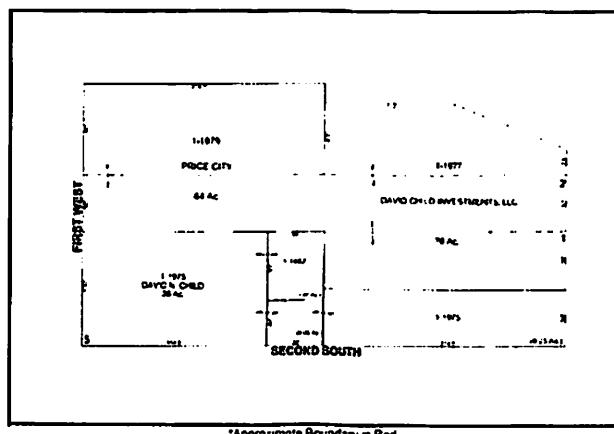
EXHIBIT 2
BID SOLICITATION PROCESS VERIFICATION

REQUEST FOR PROPOSALS FOR THE PURCHASE AND IMPROVEMENT OF PRICE CITY SURPLUS PROPERTY

Price City is accepting sealed bids and proposals regarding the possible sale and development of approximately .64 acres of potentially surplus real property parcel ID # 01-1979-0000 located at approximately 127 S 100 W. Bids must be received by Nick Tatton at 185 E Main Street, Price, UT 84501 via USPS or other carrier or hand delivery on or before 12:00pm noon on Thursday, July 13th, 2023 and clearly marked "Real Property Purchase Bid Proposal". At approximately 12:15pm on Thursday, July 13th, 2023 a public opening of bids/proposals received will take place in the Mayor's Conference Room, 185 E Main Street – Room 201, Price, UT 84501.

Bids and proposals must include the following minimum information: (1) the total price that is offered to be paid for the purchase of the real property, (2) the method, form and timing of payment that will be utilized to pay for the real property; (3) anticipated imminent development plans utilizing the property that benefit the economic condition of the community; (4) any additional information deemed pertinent by the submitter.

Plat Map



Published in the Emery Telcom News on July 5th and July 12th, 2023

TO: Price City

FROM: Dave Child
A-1 Rental and Sales Inc

DATE: July 12, 2023

RE: Real Property Purchase Bid Proposal

Please accept and consider the following possible property purchase scenarios regarding the Real Property Purchase Bid Proposal advertised for Parcel ID #01-1979-0000. Note that the anticipated imminent development and additional information deemed pertinent is generally the same in all proposed scenarios with some minor differences. All proposed scenarios are open for discussion and further negotiation as it is important to find a pathway to completion of the transaction that accommodates the expansion and growth plans for A-1 Rental and well as meets the needs of Price City for storage and property usage. It does appear that any of the scenarios will require a current property survey to determine the actual location of the property lines as measurements along the current fence lines do not seem to match the plat map dimensions. While I am open to all scenarios, and perhaps even different approaches based on any discussions and negotiations, my preferred scenario is #1. Please do not hesitate to contact me at any time with questions or clarifications, Nick Tatton has my contact information on file. Thanks in advance, I think completing such a transaction will have the potential to provide a long-term beneficial impact for Price City in terms of investment, property tax revenue and job creation.

- 1. Scenario 1: Direct Property Purchase with Negotiated Included Items.**
 - a. Purchase Price for Parcel of \$200,000 cash.**
 - b. Cash payment to be paid upon negotiated closing date/time for property sale.**
 - c. Development of new building and facilities of A1 Rental on property within a 2-3 year time period, perhaps sooner based on availability of building materials, etc.**
 - d. Additional pertinent information:**
 - i. (1) Purchaser to relocate east-west power distribution line (approximately 4 poles) to accommodate site development. Price City to help with cost mitigation;**

- ii. (2) Purchaser to relocate electric service line running north to existing Price City buildings and to Airgas building. Price City to help with cost mitigation;
- iii. (3) Price City to coordinate with Larry Jensen at Carbon Country regarding fee waivers for removal and disposal of existing structures –Larry has indicated a willingness to accommodate such a request;
- iv. (4) Price City to provide procedural assistance to obtain a demolition permit;
- v. (5) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
- vi. (6) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
- vii. (7) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate.

2. Scenario 2: Direct Property Purchase with Negotiated Included Items.

- a. Purchase Price for Parcel of \$300,000 cash.
- b. Cash payment to be paid upon negotiated closing date/time for property sale.
- c. Development of new building and facilities of A1 Rental on property within a 2–3 year time period, perhaps sooner based on availability of building materials, etc.
- d. Additional pertinent information:
 - i. (1) Price City to relocate east-west power distribution line (approximately 4 poles) to accommodate site development;
 - ii. (2) Price City to relocate electric service line running north to existing Price City buildings and to Airgas building;
 - iii. (3) Price City to demolish and dispose of all construction materials and all other miscellaneous materials from site;
 - iv. (4) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
 - v. (5) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
 - vi. (6) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate.

3. Scenario 3: Subdivide Property and Direct Purchase with Negotiated Include Items.
 - a. Subdivide the property at approximately the 90-foot point (approximately 40% of property) creating an East and a West parcel. Purchase of resulting east parcel for \$75,000.
 - b. Cash payment to be paid upon negotiated closing date/time for property sale.
 - c. Development of new building and facilities of A1 Rental on property within a 2-3 year time period, perhaps sooner based on availability of building materials, etc.
 - d. Additional Pertinent Information:
 - i. (1) Price City to relocate east-west power distribution line (approximately 4 poles) to accommodate site development (may be less intensive than in other scenarios due to new property lines);
 - ii. (2) Price City to relocate electric service line running north to existing Price City buildings and to Airgas building (may be less intensive than in other scenarios due to new property lines);
 - iii. (3) Price City to coordinate with Larry Jensen at Carbon Country regarding fee waivers for removal and disposal of existing structures – Larry has indicated a willingness to accommodate such a request;
 - iv. (4) Price City to provide procedural assistance to obtain a demolition permit;
 - v. (5) Final exchange date and other vacate and occupancy dates to be negotiated and reasonable for both parties;
 - vi. (6) Estimated investment of approximately \$1.5 million in new development and up to 8 potential FTE;
 - vii. (7) Request Price City facilitate and possible building permit and development incentive for new structure when the timing is appropriate;
 - viii. (8) A1 Rental to submit, with Price City assistance, a request for property subdivision in advance of the transaction completion.

Thank you again for the time to consider these possible scenarios.

Sincerely,



Dave Child

A-1 Rental and Sales Inc

EXHIBIT 3
REAL PROPERTY COMMITTEE RECOMMENDATION



PRICE MUNICIPAL CORPORATION
185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905

Mayor
MICHAEL KOURIANS

City Council
RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSH
LAYNE MILLER
JOE CHRISTMAN

DATE: **JULY 20th, 2023**

TO: **PRICE CITY PLANNING AND ZONING**
PRICE CITY COUNCIL

FROM: **REAL PROPERTY MANAGEMENT COMMITTEE**

RE: **RECOMMENDATION**

Please be advised that the Real Property Management Committee has provided oversight to the process to evaluate the potential surplus and sale of Price City owned real property located at 127 S 100 W, parcel ID#01-1979-0000. The Real Property Management Policy has been followed and the remainder of any sale transaction process will include continued policy compliance.

It is the opinion of the committee that the subject property, along with the identified plans for a replacement facility to accommodate and improve the delivery of municipal services to the community, allows the property to be determined to be surplus to the needs of the community and can be sold. It is further recommended that the City Council authorize and direct staff to administer the process to potentially surplus and sell the subject property and finalize the commercial terms of the potential sale.

RESOLUTION NO. _____

A RESOLUTION UPDATING AND ESTABLISHING A JOB DESCRIPTIONS FOR PRICE MUNICIPAL CORPORATION EMPLOYEES

WHEREAS, Price City has utilized a Personnel Policy and associated job descriptions to administer its personnel matters; and,

WHEREAS, Price City adopted Resolution 2022-007 on April 13, 2022 establishing job descriptions for Price City employees; and,

WHEREAS, Resolution 2022-007 has been amended from time to time to add, delete, and update job descriptions for employees and requires a complete update; and,

WHEREAS, Price City adopts salary schedules on an annual basis as part of the official fiscal budget that is approved; and,

WHEREAS, the Price City council finds that it is in the best interest of the citizens of Price City to ensure accurate and relevant job descriptions for administration of personnel matters,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Job Descriptions. That the text of the job description attached herewith for the position of Police Chief in Exhibit 1 is hereby adopted as an official job description for Price City.

Section 2. Severability. That the provisions of this resolution and any/all provisions adopted or incorporated by reference are severable.

Section 3. Repealer. That the provisions this resolution or other policies, procedures or practices in conflict with this resolution or the text of the job descriptions attached herewith in Exhibit 1 are hereby repealed.

Section 4. Effective Date. That in the opinion of the Price City Council that this resolution take effect immediately upon being passed and approved by the Price City Council.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2023.

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

EXHIBIT 1
POLICE CHIEF JOB DESCRIPTION

Job title	<i>Police Chief</i>	Grade Number	24
Reports to	The person, or body, that appointed the chief	FLSA Classification	Exempt
Department	<i>Police</i>	Effective Date	4/13/2022

Job purpose

Performs a variety of administrative, supervisory, and professional work as the city's chief law enforcement officer; plans, coordinates and directs the activities of the city police department. May be directly involved in life threatening situations and interaction with citizens when they, the citizen, are most vulnerable.

Duties and responsibilities

Plans, coordinates, supervises, and evaluates department operations; establishes policy, goals, and objectives for the department in order to implement directives from the Mayor and City Council.

Coordinates law enforcement assistance related to comprehensive emergency management operations within the city such as natural disaster, chemical and nuclear accidents, civil defense situations, and other public events.

Develops organizational structure including lines of authority, responsibility, and communication for the department to carry out the policies and goals of Price City; revises the organizational structure of the Police Department as required.

Coordinates all purchasing for the department by authorizing purchases and payment of bills; monitors fiscal activity in conformance with established budget.

Supervises and coordinates the preparation and presentation of an annual budget for the department; directs the implementation of the department budget; identifies expectant cost for each project and indicates items needed for purchase during the next year; works with city's finance director to determine project priorities, alternatives and needs; directs the analysis of department records.

Initiates personnel actions such as recruitment, selection, promotion, transfer, and discipline to maintain an effective and efficient work force; participates in selection interviews; conducts annual appraisal of each division by meeting personally to discuss past performance and objectives for the next year.

Meets with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the department's activities; attends conferences and meetings to keep abreast of current needs in the field; represents Price City Police Department in a variety of state, national and other meetings.

Establishes and maintains liaison with local courts, prosecutors, correctional agencies, federal, state, and local enforcement agencies, and the news media.

May respond to citizen complaints as necessary.

Performs related duties as required.

Performs all duties of Police Officer I, Police Officer II, Sergeant and Captain as required, and service demand dictates the need.

Qualifications

Education and Experience:

- A. Graduation from a college or university with a bachelor's degree in Police Science, Law Enforcement, Criminology, or closely related field;

AND

B. Eight (8) years progressively responsible law enforcement experience; four (4) years of which must have been in a supervisory capacity;

OR

C. An equivalent combination of education, supervision, and experience

Knowledge, Skills, and Abilities:

- A thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.
- A thorough knowledge of applicable laws and ordinances in department rules and regulations.
- Considerable knowledge of administrative methods and procedures; considerable knowledge of principles of supervision.
- Considerable knowledge of interpersonal communication skills and public relations.
- Considerable knowledge of budgetary practices and procedures and fiscal management.
- Ability to supervise and coordinate the activities of a police organization.
- Ability to exercise sound judgment in evaluating situations and in making decisions in emergency situations.
- Ability to communicate effectively, verbally and in writing.
- Ability to establish and maintain effective working relationships with elected and appointed officials, other law enforcement agencies, service and community organizations, private businesses, and the public.
- Skill in the proper use and care of firearms and other police equipment.
- Ability to assure compliance and follow safety practices and procedures common to law enforcement work

Special qualifications

- Must be UTAH POST certified as LEO (law enforcement officer) at time of hire or appointment.
- Must possess a valid Utah driver license.
- Must reside within ten miles of the Price City Police Department.
- Must be able to communicate in English (both verbal and written).
- Must be able to type 30 wpm.
- Must possess basic computer skills.
- Must pass a background investigation.

Physical requirements and demands

- The Police Chief may work in a varied and unpredictable environment that includes various weather conditions and physical hazards.
- Significant pressure and fatigue exist during a normal workday due to moderate exposure to stressful situations, overtime, deadlines and contact with the public.
- Duties of the job require moderate to heavy exertion. Employee must move about at high speeds, position self upon, and ascend/descend over and/or upon varying terrain, surfaces, and physical structures. The employee is required to remain in a stationary position for periods. Tasks may cause muscular strain.
- The employee must have the ability to observe all happenings in their surroundings, including scent and sounds. The employee must effectively exchange accurate information with others verbally.
- The employee is required to activate controls, operate equipment, and use tools.
- Employee must have the ability to drive a motor vehicle.

The physical requirements and demands described here are representative and are not all-inclusive.

Supervision exercised

Provides general supervision over departmental personnel through subordinate officers through the appropriate chain of command or in person. Directs, plans, organizes, and controls the activities of the police department.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
September 13, 2023 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Joe Christman

Layne Miller

Excused:

Councilmember Marsing, Councilmember Davis, Councilmember Knott-Jespersen

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Nick Tatton/Safety Messages
2. Mayor's report
3. Councilmember report: Christman
4. Councilmember report: Miller

Adjourned: 5:18 p.m.

APPROVED:

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
September 13, 2023

Present:

Mayor Kourianos

Jaci Adams, City Recorder

Councilmembers:

Joe Christman

Nick Tatton, Community/Human Resources Director

Amy Knott-Jespersen

Miles Nelson, Public Works Director

Layne Miller

Excused: Councilmember Marsing, Councilmember Davis

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:33 p.m. 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 Knott-Jespersen reminded everyone that when investigating into a work-related incident, look into "why" it happened, what was the cause.

4. PUBLIC COMMENT

Wayne Jackson, a new citizen of Price City, had concerns regarding weeds, the conditions of the streets, lights and trees.

5. GENERAL BUSINESS/DISCUSSION

a. SKATE PARK CONDITIONS PRESENTATION. Isaac Vigil will be in attendance to express concerns regarding the conditions at the Skate Park.

Isaac Vigil, a Price resident, provided pictures regarding several concerns he has with the conditions at the Skate Park. After a lengthy discussion, it was decided that Public Works will check the drainage system at the park to make sure it is working properly. Isaac Vigil will orchestrate a clean-up day at the Skate Park.

b. RESOLUTION NO. 2023-015. Consideration and possible approval of A Resolution Updating and Establishing a Job Description for Price Municipal Corporation Employees for the Position of Field Manager.

MOTION.

Councilmember Christman moved to approve A Resolution Updating and Establishing a Job Description for Price Municipal Corporation Employees for the Position of Field Manager. Councilmember Miller seconded and motion carried.

c. RESOLUTION NO. 2023-016. Consideration and possible approval of A Resolution Adopting the Updated Employee Promotion Career Ladder matrix for the streets and maintenance departments (operators and carpenters) adding Field Manager.

MOTION.

Councilmember Christman moved to approve A resolution adopting the updated employee promotion career ladder matrix for the streets and maintenance departments (operators and carpenters) adding Field Manager. Councilmember Knott-Jespersen seconded and motion carried.

d. RESOLUTION NO. 2023-017. Consideration and possible approval of A Resolution Authorizing the Steel Solar 1A Project Second Amended and Restated Transaction Schedule Under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems, and Related Matters.

MOTION.

Councilmember Miller moved to approve A Resolution Authorizing the Steel Solar 1A Project Second Amended and Restated Transaction Schedule Under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems, and Related Matters. Councilmember Knott-Jespersen seconded and motion carried.

6. CONSENT AGENDA

MOTION.

Councilmember Christman moved to approve agenda items a. thru j. No second to the motion was made.

SUBSTITUTE MOTION.

Councilmember Miller moved to approve agenda items a. thru j., striking item f. Councilmember Knott-Jespersen seconded and motion carried as follows: Councilmember Miller: AYE, Councilmember Knott-Jespersen: AYE, Councilmember Christman: NAY

- a. MINUTES for 08-23-2023 City Council Workshop & City Council.
- b. EQUIPMENT LEASE PURCHASE. Consideration and possible approval of an equipment lease purchase with Zions Bancorporation for a 2023 Caterpillar backhoe loader.
- c. PACIFIC POWER FOUNDATION GRANT. Consideration and possible approval for Price City Building Department to apply for the Pacific Power Foundation Grant. The grant would help with purchasing and updating sound equipment that is used during Culture Connection, etc.
- d. GEOTHERMAL STUDY AGREEMENT. Consideration and possible approval of the Cyrq Geothermal Study Project Agreement between Price City and UAMPS.

e. PROJECT 16C-2023 SERVICE AGREEMENT FOR WATER SYSTEM MASTER PLAN. Consideration and possible approval of a service agreement with Johansen and Tuttle Engineering for \$85,890.00 to update the City's Water Master Plan.

f. PROJECT 13C-2023 SCBA's, FIRE DEPARTMENT. Consideration and possible approval of the purchase of 25 Self Contained Breathing Apparatus (SCBA) from L.N. Curtis & Sons at a unit price of \$6,271.00, total price of \$156,775.00. Other bid received from SeaWestern Inc.: Unit price of \$8,230.00. Proposed purchase amount is within the budgeted funds for the project.

g. DESERT CANYON STORM WATER AGREEMENT. Consideration and possible approval of a storm water control and management agreement between Price City and Russ Fowles authorizing final development at Desert Canyon Subdivision and occupancy of structures.

h. CAREER LADDER. Consideration and possible approval of career ladder promotion for John Gurule from Equipment Tech III, grade 10 to Master Mechanic, grade 12.

i. BUSINESS LICENSES. Perez Heartstrings LLC at 398 N 600 E for Elias Perez. Pugliese-Ariotti Holdings LLC at 1450 Sagewood Rd for Stephanie Ariotti.

j. TRAVEL REQUESTS. Charlie Westbrook & Scott Olsen, Utah Asphalt Association Conference, St. George, UT, November 1-3, 2023. Brett Blackham & Will Payne, Traffic Control Supervisor Certification, Taylorsville, UT, November 1-3, 2023.

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 Christman seconded and motion carried.

The regular City Council meeting was adjourned at 6:22 p.m.

APPROVED:

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

PRICE CITY OUTSIDE WATER USER AGREEMENT (Sept 2022)

This Agreement is made and entered into this _____ day 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 Justin Brackett

601 S 500 E. Price, UT 84501 Parcel # 2-1160 Lot 142, for the Property Located at:

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

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, including the lateral from the water main to the meter, as well as 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 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.

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

PRICE CITY

By: _____ Michael Kourianos
Its: Mayor

ATTEST:

City Recorder

STATE OF UTAH)
: ss.
COUNTY OF CARBON)

On this _____ day of _____, 20____, personally appeared before me MICHAEL KOURIANOS and JACI ADAMS, who being by me duly sworn did say that they are the Mayor and City Recorder of Price City, respectively, and that the within and foregoing Outside Water Users Agreement was signed on behalf of Price City by authority of resolution of its City Council.

Notary Public

OUTSIDE WATER USER

By: 
(Signature)

STATE OF UTAH)
COUNTY OF CARBON)

On this 20 day of September, 2023, personally appeared before me Justin Brackett, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the foregoing Outside Water Users Agreement and acknowledged to me that he/she executed the same.

Notary Public



PRICE CITY

BID TABULATION FOR CONSUMERS WASH WATER LINE
PROJECT 14C-2023 OPENED SEPTEMBER 21 AT 2:30 PM

Item #		Est. Qty.	Unit	TSJ Construction		Terry Brotherson		BODEC	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
1	Mobilization	1	LS	\$ 11,148.72	\$ 11,148.72	\$ 11,067.70	\$ 11,067.70	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	LS	\$ 25,942.58	\$ 25,942.58	\$ 6,240.00	\$ 6,240.00	\$ 6,400.00	\$ 6,400.00
3	12 Inch DR 17 HDPE Pipe	165	LF	\$ 1,064.65	\$ 175,667.25	\$ 391.66	\$ 64,623.90	\$ 400.00	\$ 66,000.00
4	6 Foot Chain Link Fence w/Gates	150	LF	\$ 99.25	\$ 14,887.50	\$ 71.16	\$ 10,674.00	\$ 109.00	\$ 16,350.00
Total				\$ 227,646.05		\$ 92,605.60		\$ 93,750.00	

Indicated Start Date		3/1/24 - 3/31/24		10/2/2023		11/1/23 - 11/30/23 or	
						3/1/24 - 3/31/24	

Indicates Lowest Bid

BID

Proposal of BODEC, Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as
Corporation *.

To PRICE CITY
(hereinafter called "OWNER").

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Consumer Wash Water Line Crossing Project #14C-2023 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter.

Bidder will indicate the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)	Acceptable Start and End Dates
<u>14C-2023</u>		<u>30 Days</u>	Nov. 1 st - Nov. 30 th 2023 March 3 rd -March 31 st 2024

BIDDER further agrees to pay as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as provided in Section 10 of the Special Conditions.

BIDDER acknowledges receipt of the following ADDENDUM(S):

#1 September 19, 2023

* Insert "a corporation", "a partnership", or "an individual" as applicable.

#1 September 19, 2023

Bidder agrees to perform all work described in the contract documents for the following unit price or lump sum:

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Total Item Bid Price
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00
2	Traffic Control	1	L.S.	\$6,400.00	\$6,400.00
3	12-Inch Dia. DR17 HDPE Pipe	165	L.F.	\$400.00	\$66,000.00
4	6" Chain Link Fence w/Gates	150	L.F.	\$109.00	\$16,350.00
Total Bid:			\$		93,750.00

WHERE EXTENSION ERRORS OCCUR, THE UNIT PRICES SHALL BE USED TO DETERMINE THE AMOUNT.



SIGNATURE

Scott M. Bruno

CEO

TITLE

6680453-5501

LICENSE NUMBER

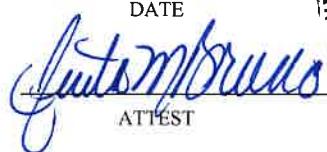
EIN 20-8668959

90 East 1300 South Price, UT

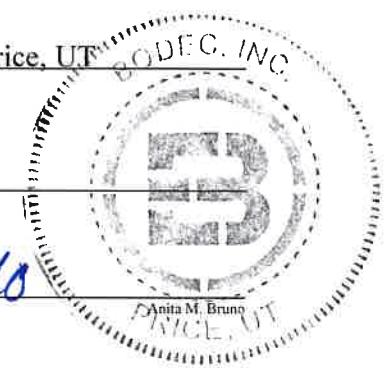
ADDRESS

September 21, 2023

DATE



ATTEST



SEAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, BODEC, Inc., 90 East * as Principal, and Philadelphia Indemnity Insurance Company as Surety, are hereby held and firmly bound unto Price Municipal Corporation as OWNER in the penal sum of Five Percent of Total Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of September, 20 23.

The Condition of the above obligation is such that whereas the Principal has submitted to Price Municipal Corporation a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Consumer Wash Water Line Crossing Project Number 14C-2023, East Highway 6 at the Consumer Wash Crossing

NOW, THEREFORE.

- (a) If said BID shall be rejected, or
- (b) If said

BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

* 1300 South, Price, UT 84501



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

SURETY BOND SEAL ADDENDUM

PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By:

Michael Cundiff, Senior Vice President

BID

Proposal of Terry R Brotherson Excavating, Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as
a corporation *.

To PRICE CITY
(hereinafter called "OWNER").

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Consumer Wash Water Line Crossing Project #14C-2023 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter.

Bidder will indicate the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)	Acceptable Start and End Dates
14C-2023	Oct. 2nd, 2023	30 Days	

BIDDER further agrees to pay as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as provided in Section 10 of the Special Conditions.

BIDDER acknowledges receipt of the following ADDENDUM(S):

Addendum #1 9/19/23

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the contract documents for the following unit price or lump sum:

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Total Item Bid Price
1	Mobilization	1	L.S.	\$11,067.70	\$11,067.70
2	Traffic Control	1	L.S.	\$6,240.00	\$6,240.00
3	12-Inch Dia. DR17 HDPE Pipe	165	L.F.	\$391.66	\$64,623.90
4	6" Chain Link Fence w/Gates	150	L.F.	\$71.16	\$10,674.00
Total Bid:		\$ 92,605.60			

WHERE EXTENSION ERRORS OCCUR, THE UNIT PRICES SHALL BE USED TO DETERMINE THE AMOUNT.



SIGNATURE

President

TITLE

5075476-5501

LICENSE NUMBER

EIN 87-0660505

95 W Main Mt. Pleasant, UT 84647

ADDRESS

09/21/2023

DATE



ATTEST Corporate Secretary

SEAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Terry R. Brotherson Excavating, Inc. as Principal, and Employers Mutual Casualty Company as Surety, are hereby held and firmly bound unto Price City as OWNER in the penal sum of Five Percent of Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of September, 20 23.

The Condition of the above obligation is such that whereas the Principal has submitted to Price City a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Consumer Wash Water Line Crossing #14C-2023

NOW, THEREFORE.

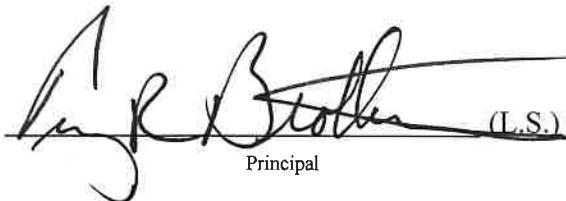
- (a) If said BID shall be rejected, or
- (b) If said

BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



L.R. Stolten (L.S.)
Principal

Employers Mutual Casualty Company

Surety

By: 
Stephanie Garahana, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

STEPHANIE GARAHANA

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

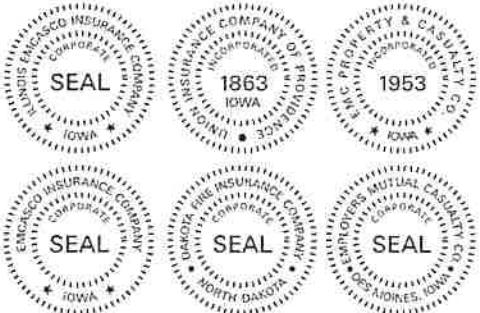
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of September, 2023.

Ryan J. Springer

Vice President

BID

Proposal of TSJ Construction, LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as
TSJ Construction, LLC

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Consumer Wash Water Line Crossing Project #14C-2023 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter.

Bidder will indicate the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)	Acceptable Start and End Dates
14C-2023	March 1, 2024	30 Days	3/1/24-3/31/24

BIDDER further agrees to pay as liquidated damages, the sum of \$ 1,000.00 for each consecutive calendar day thereafter as provided in Section 10 of the Special Conditions.

BIDDER acknowledges receipt of the following ADDENDUM(S):

Addendum 1

* Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the contract documents for the following unit price or lump sum:

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Total Item Bid Price
1	Mobilization	1	L.S.	\$11,148.72	\$11,148.72
2	Traffic Control	1	L.S.	\$25,942.58	\$25,942.58
3	12-Inch Dia. DR17 HDPE Pipe	165	L.F.	\$1,064.65	\$175,667.25
4	6" Chain Link Fence w/Gates	150	L.F.	\$99.25	\$14,887.50
Total Bid:		\$ 227,646.05			

WHERE EXTENSION ERRORS OCCUR, THE UNIT PRICES SHALL BE USED TO DETERMINE THE AMOUNT.

Shaii Jenson
SIGNATURE

President
TITLE

7921604-5501
LICENSE NUMBER

EIN 27-5554672

870 E 300 N Cleveland, UT 84518

ADDRESS

9/21/23

DATE

ATTEST

SEAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS,
That we, TSJ Construction, LLC

as Principal, and Lexington National Insurance Corporation a corporation
authorized to transact a general surety business in the State of UT
as Surety, are held and firmly bound unto Price Municipal Corporation

(hereinafter called the Obligee)
In the full and just sum of Two Hundred Fifty Thousand & 00/100
Dollars, (\$ 250,000.00) for the payment whereof in lawful money of the United States, we bind ourselves, our
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
CONSUMER WASH WATER LINE CROSSING #14C-2023

NOW, THEREFORE, If the said contract be timely awarded to the Principal and the Principal shall, within such
time as may be specified, enter into the contract in writing, then this obligation shall be void; otherwise to remain in full
force and effect.

Signed and Sealed this 21st day of September 2023

TSJ Construction, LLC

Shaw Jensen

Principal

Lexington National Insurance Corporation

Surety

By:

Valerie Aber

Attorney-in-Fact

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF “LNIC Original!” WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Daniel Ruggeri and Valerie Aber

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surely any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

Ronald A. Frank, President



**State of Maryland
County of Harford County, SS:**

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 1st day of January, 2022.

Corporate Seal:

Lisa B. Stater Secretary

Attached to bond signed this 21st day of September, 2023

Consumer Wash Bid Opening

Project #14C-2023

Opened September 21, 2023 @ 2:30 PM

Company Name	Bid
Bodese Inc.	\$93,750.00
Terry Biothynson Excavation	\$92,105.60
TSJ	\$227,640.05

SIGN IN SHEET

Thursday, September 21, 2023 @ 2:30 p.m.
Collinsville Wash

AGREEMENT
Price Municipal Corporation – Project #14C-2023 – Consumer Wash Water Line
Crossing

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *Terry R Brotherson Excavating Inc.*
- B. Address: *95 West Main, Mt. Pleasant, Utah 84647*
- C. Telephone Number: *(435)462-5380*

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:

Consumer Wash Water Line Crossing – Project #14C-2023

- 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.

Install New 12-inch HDPE Pipe and Chain Link Fencing

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.

Base Bid

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

Ninety-Two thousand six hundred five dollars and sixty cents - \$92,605.60

2.2 CONTRACT TIME

A. The Work will be completed 30 calendar days after *October 2nd, 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 Part 12 of 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 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.
- 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
Information For Bidders
Bid Form
Bid Bond
Agreement
Notice Of Award
Notice To Proceed
Payment Bond
Change Order
Certificate Of Substantial Completion
General Conditions
Special Conditions
Summary Of Work
Payment Procedures (Measurement and Payments)
Quality Control
Temporary Controls
Construction Layout
Progress Cleaning
Bolts, Nuts and Accessories
Common Fill
Excavation
Chain Link Fences and Gates
Utility Grade Adjustment
Water Distribution and Transmission
Strom Drainage Systems*

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

- a. APWA 2017 Manual of Standard Specification
- b. APWA 2017 Manual of Standard

- c. Addenda
Addendum #1
- d. 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

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, _____.

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

SEAL

Title: City Recorder

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

A handwritten signature in blue ink, appearing to read "NT".

DATE: September 17, 2023

*Distributed electronically via email by
NT on 9-17-23*

SUBJECT: Career Ladder Promotion: John Gurule

Tamara Gray is recommending that Derek Richardson be promoted from Facility Tech II, Grade 8 to Facility Tech III, Grade 10.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Tamara Gray and Miles Nelson. The Finance Director confirmed the promotion is budgeted for the 2023-2024 fiscal year. It is recommended that the promotion become effective on the payroll cycle beginning September 24, 2023. Based on the review of the supporting documentation, wage relativity, attendance (some attendance concerns and noted in the documentation), and performance evaluations I support the promotion, as amended. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for September 27, 2023. If you have any questions, please contact me.

Cc Tamara Gray
 Miles Nelson
 Lisa Richens
 Monica Donaldson

TRAVEL REQUEST**Price City Police Department
Travel Request and Authorization**Date: September 15th, 2023Employee: Frankie TapiaPurpose of Travel: Fall Conference on Substance Use DisordersAgency Sponsoring Activity: Carbon Care CoalitionDestination: St George, UTDates employee will be involved in training (include travel time): September 12 – 15, 2023Expenses will be reimbursed to the City by: _____

_____**Method of Travel:**

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

569.8 miles x .3125 cents per mile = \$ 178.06**Meals:** Sept 12th – 15th (\$54 per day) \$ 162.00
PO#: 55758**Lodging:** Paid for by FCBH \$ _____**Registration Fees:** \$ _____**Other Expenses:** _____ \$ _____**Total (estimate):** \$ 340.06

Submitted by: _____ Chief Brandon Sicilia _____

Submitted to City Council for Approval on _____

Price

Utah

PRICE MUNICIPAL CORPORATION
 185 EAST MAIN
 P.O. BOX 893
 PRICE UT 84501
 Phone: 435-636-3182
 Fax:

Purchase Order # 55758

To: 13855 TAPIA, FRANKIE PRICE UT 84501	Ship to: PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
--	--

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/08/2023	skyj			0	

Description	GL Act No.	Invoice No.	Total
PER DIEM CCC TRAIN 9/12-9/15 2023	10-60-230		162.00
Mileage CCC Train 09/12-09/15 2023	10-60-230		178.06

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	340.06



Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
 APPROVED
 BY FINANCIAL DIRECTOR



FALL CONFERENCE ON SUBSTANCE USE DISORDERS 2023

GENERAL INFORMATION

CONFERENCE VENUE

Fall Conference is returning to the **St. George Dixie Convention Center** in the convention district of St. George. The Convention Center will provide attendees with ample space in this 46,550 sq ft exhibit hall and 32,000 sq ft. meeting space for the return of this well-known event.

Dixie Convention Center
1835 Convention Center Drive
St. George, UT 84790
435-628-7003
385-468-2222



ST. GEORGE

St. George, set at the foot of spectacular red cliffs, has a way of drawing people to adventure, whether culture, nature and outdoors, or any of the other many activities and venues available. While you're in "Fall Conference", get to know St. George – its natural beauty, family-friendly attractions, enriching history, sporting spirit, and some truly "Only in Utah" experiences.

Each region of Greater Zion has different perks. The St. George Area (St. George, Ivins, and Washington) is close to dining and shopping, as well as the Dixie Convention Center. Hurricane Valley is basecamp for the best mountain biking, ATVing, and other outdoor adventures. Springdale/Zion puts you in the arms of the National Park. A landscape that exists nowhere else in the world with soaring red cliffs that swallow you. Luminescent blue water cascades over the rich red soil. And more adventure than anyone can handle in one trip. There's so much to see here and the landscapes seem to speak to something deeper inside. It is full of impossible beauty and new experiences await around every turn. Explore the many activities – mountain biking to golf to OHV and Jeeping to hiking to water fun – that immerse you in these magical landscapes.

ATV/UTV Riding <https://greaterzion.com/activities/atv-utv/>

Art Galleries <https://greaterzion.com/activities/art-galleries/>

Biking <https://greaterzion.com/activities/biking/>

Boating & Jet Skiing <https://greaterzion.com/activities/boating-jet-skiing/>

Destination Spas <https://greaterzion.com/activities/destination-spas/>

Golf <https://greaterzion.com/activities/golf/>

and so much more! [Things to do](#)

LODGING OPTIONS / WITHIN WALKING DISTANCE

ACCOMODATION

HILTON GARDEN INN ST. GEORGE (400 FT.)

1731 S. Convention Drive

St. George, UT 84790

T: 435-634-4100

HOLIDAY INN ST. GEORGE CONVENTION & IHG HOTEL (0.2 MI)

1808 Crosby Wy,

St. George, UT 84790

T: 435-628-8007

Price City Police Department

Travel Request and Authorization

Date: September 13, 2023

Employee: Debbie Worley

Purpose of Travel: SWAVO

Agency Sponsoring Activity: UOVC

Destination: St. George, Utah

Dates employee will be involved in training (include travel time) Sept 20, 21 & 22, 2023

Expenses will be reimbursed to the city by: _____

Other: _____

P.O. 55779	Method of
------------	------------------

Travel:

City Vehicle (gas)	\$ _____
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Personal Vehicle	\$ _____
------------------	----------

_____ miles x _____ cents per mile =

Meal (2) Breakfast @ \$13 (1) Lunch @ \$15 (2) Dinner @ \$26	\$ <u>93.00</u>
--	-----------------

Lodging 1 day @ \$101.08 per night per night (On credit card)	\$ <u>101.08</u>
---	------------------

Registration Fees: _____	\$ _____
--------------------------	----------

Other Expenses: _____	\$ _____
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Total (estimate):	\$ <u>194.08</u>
--------------------------	------------------

Submitted by: Debbie Worley Date: 09/13/2023

Submitted to City Council for Approval on: _____



PRICE MUNICIPAL CORPORATION
185 EAST MAIN
P.O. BOX 893
PRICE UT 84501
Phone: 435-636-3182
Fax:

Purchase Order # 55779

To: 16994 WORLEY, DEBBIE	Ship to: PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
--------------------------------	--

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/13/2023	DebraW			0	

Description	GL Act No.	Invoice No.	Total
SWAVO ST GEORGE PER DIEM \$93 MEALS 9/20,21,22/ 10-61-230			93.00

SHIPPING & HANDLING 0.00
TOTAL PO AMOUNT 93.00

A handwritten signature in black ink, appearing to read "DebraW".

Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
APPROVED
BY FINANCIAL DIRECTOR

SWAVO Statewide Training Initiative

In Person:

Best Western Plus Abbey Inn St. George
1129 S. Bluff Street
St. George, UT 84770

Virtual:

<https://utah-gov.zoom.us/j/82124369157>

Thursday September 21, 2023

AGENDA

8:30-8:45	Welcome and Announcements
8:45-9:45	UOVC Certified Assurance: Why Language Access Matters? - Hilde Koenig*
9:45-10:00	Break
10:00-12:00	Deaf Survivors Training - Sego Lily Center for the Abused Deaf
12:00-1:30	Lunch On Your Own
1:30-4:30	Intersection Of Domestic Violence and Homelessness: Navigating Through Collaboration - Holly Johnson & Heather Hogue

*Presenting Virtually

SWAVO=StateWide Advocate Victim Organization

The mission of SWAVO is to provide continuing education for victim service providers; through a vision of advocate unity, collaboration, and sustainability.

SWAVO Steering Committee Members:

Holly Johnson (The Refuge Utah), Vacant (Rape Recovery Center), Lora Flanigan (DHS), Beatriz Herrera (Utah Crime Victims Legal Clinic), Kristina Goves (Urban Indian Center), Pam Webster (Washington County) Karina Compean (YCC), Jaden Thomas (Iron Co. Sheriff)

UOVC Staff: Rachelle Hill, Madi Radcliff, Hildegard Koenig, Tallie Viteri

BUSINESS LICENSES

Account No: 3110Business Activity: 7211Fee: \$100CC 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>Flats on First</u>
-------------------------------------	-----------------------

If Name Change, list previous name:

Business Address: <u>105 W. 100 N</u>	Suite/Apt. No.:
---	------------------------

City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>
------------------------------	------------------------------	----------------------------------

Business Telephone: <u>(435) 637-7368</u>	Business E-mail:	Business Fax:
---	-------------------------	----------------------

Mailing Address (if different): <u>PO Box 111</u>	City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
---	------------------------------	----------------------------	----------------------------------

Property Owner's Name: <u>Anthony J. Basso</u>	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 checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Reciprocal
--------------------------	--	--	-------------------------------------

Nature of Business:	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Services	<input checked="" type="checkbox"/> Other
----------------------------	--	---------------------------------	------------------------------------	-----------------------------------	---

Opening Date: <u>9/11/23</u>	Business Hours: From <u>12</u> To <u>12</u>	MTWTFSSU (please circle)
--	--	---------------------------------

Detailed Description of Business:

Airbnb rentals located on First North in Price. There are 6 individual rentals.

Commercial Square Feet: <u>4200</u>	No. of Arcade Games, Pool Tables, Etc.: <u>0</u>	No. of Vending Machines: <u>0</u>	No. of Mobile Home Spaces: <u>0</u>
---	--	---	---

No. of Rental Units: <u>6</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>16</u>
---	--------------------------------------	--	----------------------------------

State Sales Tax I.D. No. (Include copy or proof of exemption): <u>23S11482</u>	Federal Tax I.D. No. (Include copy): <u>93-B111043</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: 3711
Business Activity:
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>Tthayn Fitness (DBA) 135832108</u>			
If Name Change, list previous name:			
Business Address: <u>290 N. 400 E.</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 290-2734</u>	Business E-mail: <u>tthaynfitness@gmail.com</u>	Business Fax: <u>N/A</u>	
Mailing Address (if different):		City:	State: Zip Code:
Property Owner's Name: <u>Kent Nelson</u>		Property Owner's Telephone: <u>(435) 820-1235</u>	

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

Opening Date: _____ Business Hours: From _____ To _____ M T W TH F S SU (please circle)

Detailed Description of Business:

Personal training in person at Flircu MMA , computer work out of my home.

Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:
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.**

Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business