

**Mayor**  
JOE L PICCOLO

**City Attorney**  
NICK SAMPINOS

**City Recorder**  
LAURIE TRYON

**City Treasurer**  
SHARI MADRID

**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](http://www.pricecityutah.com)

**City Council**

WAYNE CLAUSING

RICK DAVIS

KATHY HANNA-SMITH

LAYNE MILLER

MILES NELSON

## PUBLIC NOTICE OF MEETING

June 9, 2014

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 5:30 PM on 06/11/2014. 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. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. BOYS AND GIRLS CLUB-Request of a donation of up to \$7500.00 to support the Boys and Girls Club-Josie Luke
6. TENTATIVE BUDGET - Authorization to adopt the Tentative Budget for Fiscal Year 2014-2015 and to set a Public Hearing on June 25, 2014, at 6:00 p.m. in the City council chambers to receive public comment on the Tentative Budget.
7. AMERICAN LEGION-Authorization to approve a donation of up to \$500 to the American Legion for the cost of portable restrooms at the Carbon High Baseball Field for an upcoming tournament.

### CONSENT AGENDA

8. MINUTES
  - a. May 28, 2014 City Council Meeting
  - b. June 6, 2014-City Council Workshop
9. ROCKY MOUNTAIN POWER AGREEMENT- Authorization to approve changes made to the final Rocky Mountain Power agreement previously approved by the City Council on December 6, 2013.
10. BUSINESS LICENSE-Authorization to approve a business license for: RAMZ Products, LLC. at 415 E. 600 N. (HOB) and Ventureware, LLC. at 211 W. 400 So. (HOB)
11. LIBRARY-Authorization to donate the remaining items from this year's book sale to several entities in need.
12. CAREER LADDER PROMOTION - Consideration and approval to promote Richard Parry from Groundskeeper II to Groundskeeper III in accordance with career ladder guidelines and Price City policy. Ref Memo to Council dated June 5, 2014
13. 300 WEST ADA PROJECT (Project 14C-2014)—Approval of Consultant Services from Jones and DeMille Engineering for design engineering services for: \$6,000.00 (Budgeted CIB).
14. NOTICE TO UTILITY CUSTOMERS - Authorization to mail a notice to Price City utility customers notifying them of the amount of the budgeted transfer from the Electric Fund to the General Fund for Fiscal Year 2014-2015, and to inform them of the date, time, and place of the public hearing to be held to receive public input; June 25, 2014, at 6:00 p.m. in the City council chambers during the public hearing on the Fiscal Year 2014-2015 budget.
15. PUBLIC HEARING - Authorization to set a Public Hearing on June 25, 2014, at 6:00 p.m. to receive

- public comment on the Fiscal Year 2013-2014 year-end budget revision.
16. TRAVEL REQUEST:  
Kamra Davis-Utah Richfield Invitational Swim Meet-Richfield-July 18-19, 2014
  17. COMMITTEES
    - a. WATER RESOURCES
    - b. EMERGENCY PLANNING
    - c. COMMUNITY PROG.-CULTURE CONNECTION
    - d. POWER COMMITTEE
    - e. INTERNATIONAL DAYS
  18. UNFINISHED BUSINESS
    - a. Recycling

I, Laurie Tryon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at [www.priceutah.net](http://www.priceutah.net), and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> June 9, 2014. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

---

**BOYS AND GIRLS CLUB OF CARBON COUNTY**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED JUNE 30, 2013**

**FRIENDS OF THE GREEN RIVER PACT  
TABLE OF CONTENTS  
FOR THE YEAR ENDED JUNE 30, 2013**

	PAGE
<b><u>OPINION</u></b> Independent Accountants' Compilation Report	1
<b><u>FINANCIAL STATEMENTS</u></b>	
EXHIBIT A      Statement of Financial Position as of June 30, 2013	2
EXHIBIT B      Statement of Activities and Changes in Net Assets for the Year Ended June 30, 2013	3
EXHIBIT C      Statement of Functional Expenses for the Year Ended June 30, 2013	4
EXHIBIT D      Statement of Cash Flows for the Year Ended June 30, 2013	5

**SMUIN, RICH & MARSING**

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • FAX (435) 637-8708

CRAIG G. SMUIN, C.P.A.

R. KIRT RICH, C.P.A.

GREG MARSING, C.P.A.

DOUGLAS RASMUSSEN, C.P.A.

MEMBERS

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
UTAH ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

ACCOUNTANT'S REVIEW REPORT

Board of Directors  
Boys and Girls Club of Carbon County  
Price, Utah 84501

We have reviewed the accompanying statement of financial position of Boys and Girls Club of Carbon County (a nonprofit organization) as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

SMUIN, RICH & MARSING



Price, Utah

February 28, 2014

**BOYS AND GIRLS CLUB OF CARBON COUNTY  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2013**

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 6,939
Miscellaneous Receivable	201
	<hr/>
Total current assets	\$ 7,140

FIXED ASSETS:

Land	\$ 18,850
Building	174,950
Automobiles	2,200
Less: accumulated depreciation	(9,094)
	<hr/>
Net fixed assets	\$ 186,906
	<hr/>
Total assets	\$ 194,046

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:

Accounts Payable	\$ 26
Accrued Payroll Liabilities	1,665
	<hr/>
Total current liabilities	\$ 1,691

NONCURRENT LIABILITIES

Promissary Note	\$ 188,500
	<hr/>
Total noncurrent liabilities	\$ 188,500
	<hr/>
Total liabilities	\$ 190,191

NET ASSETS:

Unrestricted	\$ 3,855
	<hr/>
Total net assets	\$ 3,855
	<hr/>
Total liabilities and net assets	\$ 194,046

"See accompanying notes and Accountants' Review Report."

**BOYS AND GIRLS CLUB OF CARBON COUNTY**  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**FOR THE YEAR ENDED JUNE 30, 2013**

		<u>UNRESTRICTED</u>
<b>SUPPORT AND REVENUE:</b>		
Support:		
Government Grants and support	\$ 36,296	
Other Grants	11,500	
Contributions	<u>36,784</u>	
 Total support		 <u>\$ 84,580</u>
Revenue:		
Fundraising Income	\$ 1,750	
Less: Direct Expenses	<u>(1,543)</u>	
		\$ 207
 Other Income		 2,552
Interest income		<u>14</u>
 Total revenue		 <u>\$ 2,773</u>
 Total support and revenue		 <u>\$ 87,353</u>
 <b>EXPENSES AND LOSSES:</b>		
Program services:		
Club Programming & Activities	\$ 86,986	
Support services:		
General & Administrative	25,308	
Fundraising	<u>2,669</u>	
 Total expenses		 <u>114,963</u>
 Change in net assets		 \$ (27,610)
 Net assets, June 30, 2012		 <u>31,465</u>
 Net assets, June 30, 2013		 <u>\$ 3,855</u>

"See accompanying notes and Accountants' Review Report."

**BOYS AND GIRLS CLUB OF CARBON COUNTY  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2013**

	<u>CLUB ACTIVITIES</u>	<u>GENERAL AND ADMINISTRATION</u>	<u>FUNDRAISING</u>	<u>TOTAL</u>
FUNCTIONAL EXPENSES:				
Payroll:				
Salaries and wages	\$ 44,855	\$ 7,000	\$ 1,750	\$ 53,605
Employee benefits	2,421	646	161	3,228
Total payroll	<u>\$ 47,276</u>	<u>\$ 7,646</u>	<u>\$ 1,911</u>	<u>\$ 56,833</u>
Other:				
General Programming Expenses	\$ 5,399			\$ 5,399
Program Snacks	225			225
Insurance		\$ 4,024		4,024
Travel/transportation	699	300		999
Background checks	90			90
Rent Expense	300			300
Utilities	2,609	869		3,478
Interest	7,650	2,550		10,200
Depreciation	4,423	1,475		5,898
Advertising/promotion	382	382	\$ 50	814
Office Supplies	2,530			2,530
Board meeting expense	4,655	4,655	490	9,800
Postage		633		633
Payroll taxes	3,276	873	218	4,367
Property taxes	310	105		415
Repairs & Maintenance	4,892			4,892
Business licenses & permits	635	210		845
Miscellaneous	1,635	86		1,721
Professional Fees		1,500		1,500
Total other expenses	<u>\$ 39,710</u>	<u>\$ 17,662</u>	<u>\$ 758</u>	<u>\$ 58,130</u>
Total functional expenses	<u>\$ 86,986</u>	<u>\$ 25,308</u>	<u>\$ 2,669</u>	<u>\$ 114,963</u>

"See accompanying notes and Accountants' Review Report."

**BOYS AND GIRLS CLUB OF CARBON COUNTY  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2013**

CASH FLOWS FROM OPERATING ACTIVITIES:		\$ (17,410)
Change in net assets		
Adjustments to reconcile change in net assets		
to net cash provided by operating activities:		
Depreciation	\$ 5,898	
(Increase)/Decrease in accounts receivable	101	
Increase/(Decrease) in accounts payable	(195)	
Increase/(Decrease) in accrued liabilities	<u>(1,292)</u>	
Net cash provided by operating activities		4,512
Adjustments to reconcile change in net assets		
to net cash provided (used) by investing activities:		
Increase in fixed assets	<u>\$ (5,300)</u>	
Net cash provided (used) by investing activities		(5,300)
Adjustments to reconcile change in net assets		
to net cash provided (used) by financing activities:		
Interest Paid	<u>\$ (10,200)</u>	
Net cash provided (used) by investing activities		<u>(10,200)</u>
Net increase (decrease) in cash and cash equivalents		\$ (28,398)
Cash and cash equivalents - June 30, 2012		<u>35,337</u>
Cash and cash equivalents - June 30, 2013		<u>\$ 6,939</u>

During the year ended June 30, 2013, no amounts were paid for taxes.

"See accompanying notes and Accountants' Review Report."

**BOYS AND GIRLS CLUB OF CARBON COUNTY**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2013**

**1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Boys and Girls Club of Carbon County was organized in October 2009 as a nonprofit corporation. The Corporation was organized to enable all young people, especially those who need us most, to become productive, responsible, and caring citizens. This is accomplished by providing after-school and summer programming in the following core areas: Character & Leadership, Education & Career, Health & Life Skills, The Arts, and Sports, Fitness & Recreation.

Financial Statement Presentation

The Boys and Girls Club of Carbon County prepares its financial statements on the accrual basis of accounting in accordance with generally accepted accounting principles. They are required to report information regarding its financial position and activities according to two classes of net assets: unrestricted net assets and temporarily restricted net assets.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

Contributions

Under SFAS No. 116, *Accounting for Contributions Received and Contributions Made*, contributions received are recorded as unrestricted or temporarily restricted support depending on the existence or nature of any donor restrictions.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Board to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

**1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Receivables

The balance reported as miscellaneous receivable reflects the amount due from the Internal Revenue Service for reimbursable sales tax paid by the organization which was received subsequent to the balance sheet date.

Property and Equipment

It is the Organization's policy to capitalize property and equipment over \$500. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Property and equipment are depreciated using the straight-line method.

**2. DEPOSITS**

The custodial credit risk for deposits is the risk that in the event of a bank failure, the Organization's deposits may not be recovered. The Organization's only deposits its funds in qualified depositories. Qualified depositories are any financial institutions whose deposits are insured, up to \$250,000 by a federal agency of the Federal Government.

The deposits in the bank in excess of the insured amount are uninsured and uncollateralized. The Organization's deposits at June 30, 2013, were \$7,211. Of these, no amounts were exposed to custodial credit risk as uninsured and uncollateralized.

	<u>Carrying Amount</u>	<u>Bank Balance</u>
Insured (NCIC)	<u>\$ 6,939</u>	<u>\$ 7,211</u>

### 3. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

PROPERTY AND EQUIPMENT, AT COST				
	Balance July 1, 2012	Additions	Adjustments and Retirements	Balance June 30, 2013
Land	\$ 18,850			\$ 18,850
Buildings	169,650	\$ 5,300		174,950
Automobiles	2,200			2,200
<b>Total fixed assets</b>	<b>\$ 190,700</b>	<b>\$ 5,300</b>	<b>\$ ...</b>	<b>\$ 196,000</b>

ACCUMULATED DEPRECIATION				
	Balance July 1, 2012	Depreciation	Adjustments and Retirements	Balance June 30, 2013
Buildings	\$ 2,736	\$ 5,558		\$ 8,294
Automobiles	460	340		800
<b>Total accumulated depreciation</b>	<b>\$ 3,196</b>	<b>\$ 5,898</b>	<b>\$ ...</b>	<b>\$ 9,094</b>

### 4. LONG TERM LIABILITIES

Promissory note to Three Half Moons, LLC, a Utah Limited Liability Company, dated May 5, 2012, secured by deed of trust. The note bears an interest rate of 5.41%. The note has a monthly interest only payment of \$850, beginning July 1, 2012 and ending June 30, 2015 at which time a balloon payment of \$188,500 is due and payable. The original amount of the loan was \$188,500.

\$ 188,500

**5. DEBT SERVICE REQUIREMENTS**

The debt incurred by Boys & girls Club of Carbon County will mature as follows:

<u>YEAR ENDING</u> <u>JUNE 30</u>	<u>AMOUNT</u>
2014	\$ -
2015	188,500
2016	-
2017	-
	<u>\$ 188,500</u>

**6. FUNCTIONAL EXPENSE ALLOCATIONS**

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**7. CONTRIBUTED SERVICES**

The Organization received contributed services for a variety of programs and activities. The majority of the services come from volunteers who donate their time to aide and assist in the Organization's activities. The Organization has recognized a total of 166 volunteer hours at a minimum rate along with donated office and club space and a few donated items that have been used by the Organization. The total amount that has been recognized is \$14,500.

**8. FUND RAISING**

Fund raising revenue and expenses have been kept separate in the financial records. The total fund raising amount for revenue and expenses are follows: Fund raising revenue \$1,750 and direct fund raising expenses \$1,543.

**9. PENSION PLAN**

The Organization did not participate in a pension plan during the year ended of June 30, 2013.

**10. COMPENSATED ABSENCES**

Compensated absences have been determined to be zero as of June 30, 2013, according to the guidelines outline in the Organization's policy and procedures manual.

**11. MANAGEMENT'S REVIEW DATE**

Subsequent procedures were performed up through the date on which the financial statements were issued.

**12. NET ASSET – UNRESTRICTED**

The unrestricted net assets account pertains to amounts that are not designated for specific purposes.

**2013-2014 Budget**



**Income**

Corporate Donation		\$40,000.00
Individual Donation		\$30,000.00
Grants/Foundations		\$45,000.00
<b>Total Income</b>		<b>\$115,000.00</b>
<b>Expense</b>		
Advertising and Promotion		\$750.00
Backgrounds		\$350.00
Business Licenses and Permits		\$100.00
Insurance Expense		
	General Liability	\$1,724.84
	Health Insurance	
	Employer	\$2,519.16
	Employee	\$2,519.16
	Workers Comp.	\$504.55
Office Supplies		\$1,500.00
Payroll Expenses		
	Directors Salary	\$35,000.00
	Program Director	\$12,000.00
	Program Aide 1	\$6,528.00
	Program Aide 2	\$6,528.00
	Taxes	\$5,045.00
Facility Rent		\$10,200.00
Utilities		\$1,700.00
Postage & Delivery		\$650.00
Professional Fees		\$500.00
Programming		\$7,000.00
Summer Programming		\$3,000.00

**Youth Program**

Program Director	\$12,000.00
Program Aide 1	\$6,528.00
Program Aide 2	\$6,528.00
Program Aide 3	\$6,528.00
Taxes	\$2,527.00
Facility Rent	\$5,100.00
Utilities	\$850.00
Programming	\$10,000.00
Snacks	\$1,500.00
Field Trips	\$1,000.00
Transportation	\$1,250.00
Maintenance/Fuel	\$2,000.00
Postage	\$300.00
<b>Total Expense</b>	<b>\$56,111.00</b>

**Teen Program**

Program Director	\$12,000.00
Program Aide 1	\$6,528.00
Program Aide 2	\$6,528.00
Taxes	\$2,004.00

Snacks		\$1,250.00	Facility Rent	\$5,100.00
Fieldtrips		\$1,000.00	Utilities	\$850.00
Special Events		\$1,500.00	Programming	\$10,000.00
Travel Expense		\$1,500.00	Snacks	\$1,250.00
Training/Conferences		\$2,000.00	Field Trips	\$1,000.00
Professional Dues		\$350.00	Transportation	\$1,250.00
Charter Dues		\$1,228.00	Maintenance/Fuel	\$2,000.00
Transportation		\$2,500.00	Postage	\$300.00
Maintenance/Fuel		\$4,000.00		
Insurance		\$947.00	Total Expense	\$48,810.00
Title & Taxes		\$114.00		
Safety Inspection		\$34.00		
			Total Program	\$104,921.00
<b>Total Expense</b>		<b>\$112,022.55</b>		



# BOYS & GIRLS CLUB OF CARBON COUNTY

Boys & Girls Club  
of Carbon County  
130 N. 200 E. / P.O. Box 889  
Price, UT 84501  
www.bgc-carboncounty.org



In the 2013 SHARP Survey, conducted in the Carbon School District, stark results were seen with regard to alcohol and cigarette use, commitment to school, and neighborhood attachment. Survey results revealed that Carbon Student's alcohol and cigarette use is 33 and 48 percent higher, respectively, than their state peers'. It also showed that 46 percent of the youth have a low commitment to school versus 37 percent in the state; and 40 percent of the youth reported low neighborhood attachment versus 33 percent of their peers.

These factors warn of potential negative results, including but not limited to, substance abuse, delinquency, teen pregnancy, school dropout, and violence.

**28 %** of Utah children (K-12) are responsible for taking care of themselves after school

### For more information, contact:

Dr. Janice Latta  
130 N. 200 E.  
Price, UT 84501  
www.bgc-carboncounty.org

*"I strongly believe in the message of the Boys & Girls Club in terms of helping young people realize their full potential and find a path in life that they are comfortable with. If I can help them find fulfillment, that is really my goal."*

-Marcos Navarro, Teen Program Aide

The Boys & Girls Club of Carbon County serves the adolescent and teen population of Carbon County Utah. Our mission is to inspire youth, families and the community to realize their full potential as productive, responsible and caring citizens. We provide a fun, safe, supervised environment for educational and recreational activities where youth can develop the self-esteem and qualities needed to become productive community leaders and members.

The club is a significant part of the lives of the youth who attend each day. We provide a safe place where teens can come together with peers and adult mentors to participate in targeted, outcome-driven programming, which focuses on academic success, healthy lifestyles, and good character and citizenship.

### Programs include:

- **Power Hour: Making Minutes Count**— an engaging homework help and tutoring program that encourages club members at every age to become self-directed learners
- **Smart Girls/ Wise Guys**— small-group health, fitness, prevention/ education and self esteem enhancement programs designed to meet the needs of youth
- **Triple Play: A Game Plan for Mind, Body and Soul**— a comprehensive health and wellness program designed to increase daily physical activity, teach good nutrition, and help develop healthy relationships
- **Keystone & Torch Clubs**— leadership programs offer members a first-hand experience in cultivating and exercising the values of compassion, tolerance, responsibility, and citizenship

# GREAT FUTURES START HERE.



**BOYS & GIRLS CLUB  
OF CARBON COUNTY**

**Board of Trustees**

Name	Position	Affiliation
Megan Marshall	President/CVO	Sutherland's Building Design Specialist/ Bookkeeper
Eileen Bruno	Vice-President	Lincare Representative
Jessi Adams	Member	The Steel Store Store Office Manager
Gillan Bishop	Member	Aaron's General Manager
Brian Boucher	Member	Retired Contractor
Kevin Hill	Member	Hill's Handyman Service, Owner/ General Contractor
Amanda Holley	Member	Tony Basso Group Public Relations
Valorie Marietti	Member	Boys & Girls Club of Carbon County Club Parent
Jason Marshall	Member	Wal-Mart Assistant Manager
Robert Oliver	Member	Oliver & Sitterud Attorney
Rhonda Peterson	Member	Carbon County Events Center Manager
Susan Polster	Member	USU-Eastern Communications Professor
Tori Tatton	Member	Boys & Girls Club of Carbon County Club Volunteer
Annalee Thayn	Member	United Methodist Church Secretary
C. Josie Luke	Executive Director/CPO	Boys & Girls Club of Carbon County Staff
Kelsey Meno	Teen Program Director	Boys & Girls Club of Carbon County Staff



	<b>Jul 1, '13 - Jun 6, 14</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	-23,805.63
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Payable	11,805.89
Eastern Utah Comm. Credit Union	2,138.95
Mountain America Credit Union	14,063.83
Payroll Liabilities	2,407.93
Payroll Liabilities:Health Insurance	316.00
Net cash provided by Operating Activities	<u>6,926.97</u>
<b>INVESTING ACTIVITIES</b>	
Furniture and Equipment	-83.85
Net cash provided by Investing Activities	<u>-83.85</u>
<b>FINANCING ACTIVITIES</b>	
Retained Earnings	-13,028.80
Net cash provided by Financing Activities	<u>-13,028.80</u>
Net cash increase for period	-6,185.68
Cash at beginning of period	<u>6,281.44</u>
Cash at end of period	<u><u>95.76</u></u>

**Jul 1, '13 - Jun 6, 14**

**Ordinary Income/Expense**

**Income**

Corporate Donation	47,806.01
Individual Donation	8,640.26
Miscellaneous Donation	1,955.00
Sales	210.00
<b>Total Income</b>	<b>58,611.27</b>

**Expense**

Advertising and Promotion	838.53
Audit	1,650.00
Automobile Expense	550.40
Backgrounds	99.50
Bank Service Charges	21.50
Business Licenses and Permits	3,235.00
Charitable Contributions	-300.00
Computer and Internet Expenses	273.41
Insurance Expense	
Auto Insurance	1,161.00
General Liability Insurance	2,350.43
Health Insurance	1,611.27
Unemployment Insurance	310.72
Worker's Compensation	973.77
Insurance Expense - Other	796.63
<b>Total Insurance Expense</b>	<b>7,203.82</b>

Interest Expense	12,001.65
Miscellaneous Expense	850.68
Office Supplies	721.28
Payroll Expenses	
Directors Salary	29,604.52
Payroll Expenses - Other	15,287.91

<b>Jul 1, '13 - Jun 6, 14</b>	
<b>Total Payroll Expenses</b>	44,892.43
<b>Postage and Delivery</b>	333.65
<b>Professional Fees</b>	65.00
<b>Programming</b>	
<b>Snack</b>	631.78
<b>Programming - Other</b>	-10,989.04
<b>Total Programming</b>	-10,357.26
<b>Property Tax</b>	458.38
<b>Rent Expense</b>	-1,715.00
<b>Repairs and Maintenance</b>	15,780.88
<b>Safe Passages</b>	-2,011.50
<b>Special Events</b>	1,659.57
<b>State Sales Tax</b>	-53.03
<b>Telephone Expense</b>	801.19
<b>Travel Expense</b>	560.04
<b>Utilities</b>	4,458.08
<b>Vivint</b>	398.94
<b>Total Expense</b>	82,417.14
<b>Net Ordinary Income</b>	-23,805.87
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>Interest Income</b>	0.24
<b>Total Other Income</b>	0.24
<b>Net Other Income</b>	0.24
<b>Net Income</b>	-23,805.63

Present:

Mayor Piccolo	John Daniels, Human Resource Director
Councilmembers:	Gary Sonntag, Public Works Director
Layne Miller	Nick Sampinos, City Attorney
Kathy Hanna-Smith	Kevin Drolc, Police Chief
Miles Nelson	Lisa Richens-Finance Director
Wayne Clausing	Laurie Tryon, City Recorder
	Bret Cammans-Customer Service Director

Excused Absence: Nick Tatton, Community Director and Rick Davis, Councilmember  
Present: Tami Ursenbach, Russell Seeley, Lillian and Joel Seeley, Willie Ellington and Billy Coleman

Mayor Piccolo called the regular meeting to order at 5:30 p.m. and led the Pledge of Allegiance. Roll was called with the above Councilmembers and staff in attendance.

1. PUBLIC COMMENT-

Tami Ursenbach, Carbon County Economic Development Director provided an update to the Mayor and City Council on the projects that she has been working on. She stated that in between meeting community members and business owners, she has been working on a youtube video, improving retail, marketing material for local businesses and training young people to become local leaders. She stated that she has 21 projects that are well on their way and she will continue to update the City Council.

Willie Ellington presented an eagle statue to the City of Price for allowing the American Legion team to use the City's name and logo on their team shirts. He stated that he appreciates all that the City of Price does for the local ball fields and teams. He stated that due to the current cost of using the USU baseball fields at \$150.00 per day, he is now using the Carbon High School baseball field at no cost. He stated that an upcoming tournament is scheduled and in order to accommodate people attending the games, he will need to rent portable restrooms from Waste Logistics for \$375.00. He stated that the team just doesn't have the money and is asking for financial support from Price City. The Mayor stated that the item can be placed on the next agenda for possible approval. Councilmember Hanna-Smith stated that this is a perfect example of economic development as additional income will be again generated for our area and Price City should support this request as much as possible. The request will be placed on the next agenda for possible approval of up to \$500.00.

2. COUNCILMEMBERS REPORT-The Councilmembers presented an update on the activities and functions in which they have participated.

3. 100 NORTH 200 WEST CURB AND GUTTER PROJECT-(7C-2014) Bidding ended for this project on May 22, 2014. No bids were received. Authorization for City staff to select a contractor.

Russell Seeley, City Engineer stated that \$20,000 is available from UDOT to

complete a curb and gutter project at 100 North 200 West. He stated that the project went out for bid for almost four weeks but no bids were received. He stated that he spoke to a UDOT representative and there is no time limit or provisions on how the City proceeds with the project as long as the funding is used for the specific project. He stated that UDOT will reimburse the City when the project is complete.

Mr. Seeley requested direction from City Council on how to proceed and whether they would like the project re-bid, to ask a specific contractor or whether to have the Street Department try and complete the project. Gary Sonntag, Public Works Director stated that he would like to seek out a local contractor instead of adding to the Street Department projects. **MOTION.** Councilmember Hanna-Smith moved for staff to make the best decision possible for the City within a timely manner and to proceed with the project within budget. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA-Councilmember Hanna-Smith moved to approve consent agenda items 4 through 8. Motion seconded by Councilmember Nelson and carried.

4. MINUTES
  - a. May 14, 2014 Community Development Block Grant Public Hearing
  - b. May 14, 2014 City Council Meeting
5. SWIMMING POOL-Authorization to approve a price increase for the following activities offered at the Desert Wave Pool: Swim Team Fees, Reserved Birthday Party Rates, Swimming Lessons and Child Swimming Rates.
6. LIBRARY-Authorization for the Price City Library to apply for the Church of Jesus Christ of Latter Day Saints Community Grant to the Desert Industries Store.
7. FIRE SUPPRESSION SUPPORT-Consideration and possible approval to provide onsite firefighting equipment and personnel to "Monster Truck Mania"; a private event at the Carbon County Fairgrounds on July 18-19, 2014. It is proposed that the Event Sponsor be required to reimburse Price City \$31.75 per hour, per firefighter (\$21.00 firefighter payment plus \$10.71 payroll burden) for that onsite support. Fire Department will not provide emergency medical services.
8. TRAVEL REQUEST-  
Officer Bowen-Forensic Interview Training-July 9-10, 2014- SLC  
Officer Maynes-3 day Mid-Management Leadership Course-July 14-16, 2014-Provo
9. WATER RESOURCES: Update by Gary Sonntag
  - Reservoir-still rising- 26,090 acre feet
  - Inflow 230 cubic feet per second
  - Accumulated precipitation 17.1" to date
  - Ongoing water wise conservation information will be provided to the radio stations for ongoing public service ads

10. COMMUNITY PROGRESS-CULTURE CONNECTION: Update by Councilmember Hanna-Smith
  - Culture Connection summer schedule has been sent out
  - Flowers have been planted in the Main Street flower pots
  - High school softball field by Carbon High field-needs paved or gravel drive. Gary Sonntag will contact Carbon High for an update on future plans of fields.
  
11. INTERNATIONAL DAYS-Update by Councilmember Miller
  - Plans ongoing
  
12. UNFINISHED BUSINESS
  - a. Recycling- No report

The regular City Council meeting adjourned at 6:35 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

---

Joe L. Piccolo, Mayor

---

Laurie Tryon, City Recorder

Minutes of the Special Price City Council Workshop  
City Hall: Room 106  
June 6, 2014- 7 a.m.

Present:

Mayor Joe Piccolo

Councilmembers:

Rick Davis	Gary Sonntag
Kathy Hanna-Smith	John Daniels
Wayne Clausing	Lisa Richens
Miles Nelson	
Layne Miller	

Present: Richard Tatton

Excused:

The Council met and discussed the following items:

1. PRWID Update by Richard Tatton
2. Baseball Fields-Charges at USU
3. Trail Grant-November
4. Community Building Community-Substance Abuse, Housing, Block Parties
5. International Days-COKE Sponsorship
6. Green Spaces-Compliments
7. Budget-concerns
8. TyFork Rest Area
9. BEAR Meeting
10. Woodbury Dance Company-Sponsorship
11. Open Enrollment Report
12. Girls Softball Fields-Condition Poor
13. OPED Costs-130% of Normal
14. Benefits Plan-Draft
15. Water Conservation Promotions
16. Bottled Water Opportunity
17. Tennis Courts
18. 1900 East Road Improvement Project
19. Storm Water Increase

Meeting adjourned at 9 a.m.

APPROVED:

---

Joe L. Piccolo, Mayor

ATTEST:

---

Laurie Tryon, City Recorder

Mayor Piccolo –

For background I have attached the agreement RMP sent to the city on December 6, 2013. (This December 6<sup>th</sup> agreement was the final agreement for customers served by the city outside its boundaries.)

I've also attached the agreement the city signed and sent to the company on January 23, 2014. (This January 23<sup>rd</sup> agreement, received from Price City, appears to be an earlier draft of the agreement for customers served by the city outside its boundaries.)

For further clarification, in the attached agreements, I've highlighted the changes between the draft and the final agreement.

Finally, I've also sent a clean version of the final December 6<sup>th</sup> agreement for signature.

Please call if you have questions or comments.

Thank you,  
Bob

***Robert Lively***  
***Service Area Manager***  
(801) 220-4052 Direct Dial

**AGREEMENT FOR ELECTRIC SERVICE TO EXISTING CUSTOMERS  
AS OF JUNE 15, 2013 WITHIN A MUNICIPAL BOUNDARY**

This Agreement for Electric Service to Existing Customers as of June 15, 2013 Within a Municipal Boundary ("Agreement") is made and entered into between Price City Corp, a municipal corporation organized under the laws of the state of Utah (the "Municipality"), and PacifiCorp, an Oregon corporation d/b/a in Utah as Rocky Mountain Power ("Rocky Mountain Power"). The Municipality and Rocky Mountain Power each may be referred to as a "Party" or collectively as the "Parties."

**RECITALS**

A. The Legislature of the State of Utah passed Senate Bill 180 (the "Bill") during the 2013 General Session of the Legislature amending Title 54, Chapter 3 of the Utah Code to add a new Section 31 regarding electric service of a public utility to customers located within a municipal boundary. The Bill became law on May 13, 2013.

B. The Municipality owns and operates a local electric utility system that provides electric service to customers located within its municipal boundary.

C. Rocky Mountain Power is a public utility and an electrical corporation in the state of Utah authorized by a certificate of public convenience and necessity (the "Certificate") issued by the Public Service Commission of Utah ("Commission") to provide electric service to an area adjacent to the Municipality.

D. On or before June 15, 2013, Rocky Mountain Power was providing electric service to certain customers located within the municipal boundary of the Municipality (individually a "Customer" and collectively, the "Customers").

E. Pursuant to Utah Code Ann. § 54-3-31(2), Rocky Mountain Power provided the Municipality with an accurate and complete verified written notice, on or before December 15, 2013, identifying each such Customer, which is attached hereto as Appendix 1 (the "Written Notice of Existing Customers").

F. The Parties enter into this Agreement subject to the Commission's approval, in compliance with Utah Code Ann. §§ 54-3-31 and 54-4-40 to allow Rocky Mountain Power to continue to provide electric service to the Customers, subject to, and in accordance with, the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

In consideration of the following agreements and conditions, the Parties agree as follows:

1. **Service to Customers.** Unless otherwise agreed by the Parties in writing as provided in with Utah Code Ann. §§ 54-3-31(4):

a. From and after the Effective Date, Rocky Mountain Power shall exclusively provide electric service to the Customers subject to, and in accordance with,

the terms and provisions of this Agreement and Rocky Mountain Power's tariffs and regulations approved the Commission (as the same may be amended or subsequently approved by the Commission from time to time, the "Approved Tariffs and Regulations") unless Rocky Mountain Power terminates this Agreement in accordance with Utah Code Ann. § 54-3-31(5).

b. Unless a term is otherwise agreed in writing by the Parties, upon termination of this Agreement for any of the reasons set forth above or otherwise, Rocky Mountain Power shall transfer to the Municipality electric service to the Customers, together with the facilities used by Rocky Mountain Power to serve such Customers, all in accordance with Utah Code Ann. § 10-2-421(3) – (7), as the same may be amended.

2. **Service to Additional Customers Within Municipal Boundary.** Rocky Mountain Power shall not provide service to any customer located within the municipal boundary other than the Customers except pursuant to the procedures and in accordance with a written agreement as provided in Utah Code Ann. §§ 54-3-31(4) and 54-4-40.

3. **Application; Effective Date.**

a. Within 45 days of execution of this Agreement or such longer time as the Parties may mutually agree, Rocky Mountain Power shall file an application ("Application") with the Commission pursuant to Utah Code Ann. § 54-4-40 seeking the Commission's approval of this Agreement. Rocky Mountain Power shall, and, upon request by Rocky Mountain Power, the Municipality shall, support approval of the Application before the Commission, including responding to discovery requests, providing written and oral testimony and other evidence, and providing written and oral argument. Neither Party shall directly or indirectly oppose the Application or support any petition for review, rehearing or reconsideration in the Commission of an order of the Commission approving the Application ("Order") or any petition for review in court of the Order.

b. This Agreement shall be effective from and after the date the Commission approves the Application (the "Effective Date"). In the event, however, that the Commission issues an order disapproving the Application, this Agreement shall terminate and be of no further force or effect.

4. **Cooperation.** In providing material written information to any third party or government entity or in obtaining any approval of any government entity in connection with this Agreement, the Parties agree to mutually support each other in obtaining regulatory approvals of the Agreement and in gaining any required franchise, providing information to regulators and parties in regulatory proceedings and to other government entities required to issue franchises, and cooperating in responding to parties that may oppose approval of the Agreement or issuance of any required franchises. Notwithstanding the foregoing, neither Party shall be required to disclose to the other Party information that is privileged or is competitively sensitive and confidential, including internal analyses, even if the Party is required to disclose the information subject to the terms of a protective order or rule to another government entity or third party.

5. **Franchise or Other Agreements.** Nothing in this Agreement shall be construed as modifying, terminating or otherwise amending any written franchise or other agreement entered into between the Parties on or before June 15, 2013 that expressly provides for electric service by Rocky Mountain Power to customers within the Municipality (in any case, an "Existing Agreement").

6. **Miscellaneous.**

a. **General Representations and Warranties.** Each of the Parties represents and warrants to the other Party that the Party has the power and authority to enter into this Agreement and to perform its obligations under this Agreement and that the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the governing body of the Party, and, except as stated otherwise in this Agreement, no other actions or proceedings on the part of the Party are necessary to authorize this Agreement and the transactions contemplated by this Agreement.

b. **Each Party to Bear Own Expenses.** Except as otherwise expressly provided in this Agreement, all expenses incurred by or on behalf of the Parties in connection with the authorization, preparation, execution and consummation of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel, and accountants employed by the Parties, shall be borne solely by the Party that incurred the expenses.

c. **Waiver of Jury Trial and Limitation on Damages.** THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY ON ANY CLAIM ARISING UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM MAY NOT BE JOINED OR CONSOLIDATED IN ANOTHER ACTION BEING TRIED TO A JURY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, PROVIDED BY STATUTE, OR IN TORT OR CONTRACT.

d. **Notices.**

i. **Permitted Methods of Notice.** Any notice, or other communication required under this Agreement shall be in writing, shall be delivered as per the contact information provided below, and shall be deemed properly given: (1) upon delivery if delivered in person; (2) three days after deposit in the mail, if sent by registered first class United States mail, postage prepaid; or (3) upon delivery if delivered by a commercial courier service.

ii. **Contact Information.**

Municipality

Price City Corp  
Utilities Clerk  
185 East Main Street  
Price, UT 84501

Rocky Mountain Power:

Service Area Manager  
Rocky Mountain Power  
201 South Main Street, 23rd Floor  
Salt Lake City, UT 84111-4904

cc: Office of the General Counsel  
Rocky Mountain Power  
201 South Main Street, 24th Floor  
Salt Lake City, UT 84111-4904

iii. **Change of Contact Information.** Either Party may change its contact person or address specified above by giving the other Party notice of the change in accordance with subparagraph 5.d.i, above.

e. **Assignments.** Except as otherwise provided below, neither Party may, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign, pledge, or transfer all or any part of this Agreement or any right or obligation under this Agreement, whether voluntarily or by operation of law; provided, however, that either Party may, without the other Party's consent, assign its rights and obligations under this Agreement to an entity with which the Party is merged or consolidated, so long as the assignor consents in writing to be bound by all obligations of the assignee under this Agreement.

f. **Binding on Successors.** This Agreement shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns, and shall be binding upon the successors and permitted assigns of each.

g. **Waivers.** Any waiver of a Party's rights with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Agreement. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

h. **Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the internal laws of the State of Utah.

i. **Headings and Construction.** The headings and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation. Any use of the singular in this Agreement also includes the plural, and any use of the plural also includes the singular.

j. **Not Construed Against Either Party.** This Agreement was entered into by the Parties after consultation with counsel, and shall be considered to have been drafted by both Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

k. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

l. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement and shall not be effective unless and until the Commission approves the Application in accordance with the provisions of paragraph 2.

m. **Entire Agreement.** This Agreement, including the recitals stated above and the appendices attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and, except as otherwise expressly provided in this Agreement, supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**Price City Corp, a municipal corporation organized under the laws of the State of Utah**

**PACIFICORP, an Oregon corporation doing business in Utah as ROCKY MOUNTAIN POWER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: R. Jeff Richards

Title: Vice President and General Counsel

Date: \_\_\_\_\_

**APPENDIX 1**

**WRITTEN NOTICE OF EXISTING CUSTOMERS**

(see attached "Written Notice of Existing Customers")

Mayor  
JOE L. PICCOLO  
City Attorney  
NICK SAMPINOS  
Community Director  
NICK TATTON  
City Recorder  
LAURIE TRYON  
Finance Director  
LISA RICHENS

Price City

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

UTAH'S CASTLE COUNTRY!

City Council  
KATHY HEMBIA-SMITH  
RICK DAVIS  
WAYNE CLAUSING  
LAYNE MILLER  
MILES NELSON

REC'D JAN 27 2014

January 23, 2014

Mr. Robert C. Lively, Service Area Manager  
Rocky Mountain Power-Pacificorp  
201 South Main, Suite 2200  
Salt Lake City, Utah 84111

RE: SB 180 Agreements

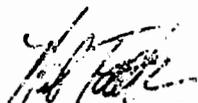
Mr. Lively,

Please find enclosed duplicate signed originals of agreements associated with SB 180 compliance. The Price City Council approved each agreement during its regular meeting last night. One set of duplicate originals are service by Price City to customers outside of our boundaries and one set of duplicate originals are for Pacificorp service to customers inside of municipal boundaries.

Please sign both sets of original agreements and return one fully executed and signed agreement of each back to Price City. Those can be sent to the attention of the Price City Recorder at the letterhead address.

Thanks!

Sincerely,



Nick Tatton, Community Director  
Price City

Encl: Duplicate originals – Agreement-Price City outside city boundaries  
Duplicate originals – Agreement-Pacificorp inside city boundaries

**AGREEMENT FOR ELECTRIC SERVICE TO EXISTING CUSTOMERS  
AS OF JUNE 15, 2013 WITHIN A MUNICIPAL BOUNDARY**

This Agreement for Electric Service to Existing Customers as of June 15, 2013 Within Municipal Boundary ("Agreement") is made and entered into between Price Municipal Corporation (Price City), a municipal corporation organized under the laws of the state of Utah (the "Municipality"), and PacifiCorp, an Oregon corporation d/b/a in Utah as Rocky Mountain Power ("Rocky Mountain Power"). The Municipality and Rocky Mountain Power each may referred to as a "Party" or collectively as the "Parties."

**RECITALS**

A. The Legislature of the State of Utah passed Senate Bill 180 (the "Bill") during 2013 General Session of the Legislature amending Title 54, Chapter 3 of the Utah Code to add new Section 31 regarding electric service and provide utility to customers located within a municipal boundary. The Bill became law on May 13, 2013.

B. The Municipality owns and operates a local electric utility system that provide electric service to customers located within its municipal boundary.

C. Rocky Mountain Power is a public utility and an electrical corporation in the state of Utah authorized by a certificate of public convenience and necessity (the "Certificate") issued by the Public Service Commission of Utah ("Commission") to provide electric service to an area adjacent to the Municipality.

D. On or before June 15, 2013, Rocky Mountain Power was providing electric service to certain customers located within the municipal boundary of the Municipality (individually a "Customer" and collectively, the "Customers").

E. Pursuant to Utah Code Ann. § 54-3-31(2), Rocky Mountain Power provided the Municipality with an accurate and complete verified written notice, on or before December 1, 2013, identifying each such Customer, which is attached hereto as Appendix 1 (the "Written Notice of Existing Customers").

F. The Parties enter into this Agreement subject to the Commission's approval, in compliance with Utah Code Ann. §§ 54-3-31 and 54-4-40 to allow Rocky Mountain Power to continue to provide electric service to the Customers, subject to, and in accordance with, the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

In consideration of the following agreements and conditions, the Parties agree as follows:

1. **Service to Customers.** Unless otherwise agreed by the Parties in writing as provided in with Utah Code Ann. §§ 54-3-31(4):

a. From and after the Effective Date, Rocky Mountain Power shall exclusively provide electric service to the Customers subject to, and in accordance with

the terms and provisions of this Agreement and Rocky Mountain Power's tariffs and regulations approved the Commission (as the same may be amended or subsequently approved by the Commission from time to time, the "Approved Tariffs and Regulations" unless:

*Deleted  
in FINAL* →

i. ~~Rocky Mountain Power and the Municipality~~ subsequently agree in writing that the Municipality may provide electric service to the ~~identified~~ customers in accordance with Utah Code Ann. § 54-3-31(4) or

ii. Rocky Mountain Power terminates this ~~Agreement~~ in accordance with Utah Code Ann. § 54-3-1(5).

b. Upon the conclusion of the Term or upon termination of this Agreement for any of the reasons set forth above or otherwise, Rocky Mountain Power shall transfer to the Municipality electric service to the Customers, ~~together with the facilities used~~ Rocky Mountain Power to serve such Customers, all in accordance with Utah Code Ann. § 10-2-421(3) - (7), as the same may be amended.

**2. Service to Additional Customers Within Municipal Boundary.** Rocky Mountain Power shall not provide service to any customer located within the municipal boundary other than the Customers except pursuant to the procedures and in accordance with written agreement as provided in Utah Code Ann. §§ 54-3-31(4) and 54-4-40.

**3. Application; Effective Date.**

a. Within 45 days of execution of this Agreement or such longer time as the Parties may mutually agree, Rocky Mountain Power shall file an application ("Application") with the Commission pursuant to Utah Code Ann. § 54-4-40 seeking the Commission's approval of this Agreement. Rocky Mountain Power shall, and, upon request by Rocky Mountain Power, the Municipality shall, support approval of the Application before the Commission, including responding to discovery requests, providing written and oral testimony and other evidence, and providing written and oral argument. Neither Party shall directly or indirectly oppose the Application or support any petition for review, rehearing or reconsideration in the Commission of an order of Commission approving the Application ("Order") or any petition for review in court of the Order.

b. This Agreement shall be effective from and after the date the Commission approves the Application (the "Effective Date"). In the event, however, that the Commission issues an order disapproving the Application, this Agreement shall terminate and be of no further force or effect.

**4. Cooperation.** In providing material written information to any third party or government entity or in obtaining any approval of any government entity in connection with this Agreement, the Parties agree to mutually support each other in obtaining regulatory approvals of the Agreement and in gaining any required franchise, providing information to regulators and

parties in regulatory proceedings and to other government entities required to issue franchise; and cooperating in responding to parties that may oppose approval of the Agreement or issuance of any required franchises. Notwithstanding the foregoing, neither Party shall be required to disclose to the other Party information that is privileged or is competitively sensitive and confidential, including internal analyses, even if the Party is required to disclose the information subject to the terms of a protective order or rule to another government entity or third party.

5. **Franchise or Other Agreements.** Nothing in this Agreement shall be construed as modifying, terminating or otherwise amending any written franchise or other agreement entered into between the Parties on or before June 15, 2013 that expressly provides for electric service by Rocky Mountain Power to customers within the Municipality (in any case, an "Existing Agreement").

6. **Miscellaneous.**

a. **General Representations and Warranties.** Each of the Parties represents and warrants to the other Party that the Party has the power and authority to enter into this Agreement and to perform its obligations under this Agreement and that the execution and delivery of this Agreement and the consummation of the transaction contemplated by this Agreement have been duly authorized by the governing body of the Party, and, except as stated otherwise in this Agreement, no other actions or proceedings on the part of the Party are necessary to authorize this Agreement and the transactions contemplated by this Agreement.

b. **Each Party to Bear Own Expenses.** Except as otherwise expressly provided in this Agreement, all expenses incurred by or on behalf of the Parties in connection with the authorization, preparation, execution and consummation of this Agreement, including, without limitation, all fees and expenses of agents, representatives, counsel, and accountants employed by the Parties, shall be borne solely by the Party that incurred the expenses.

c. **Waiver of Jury Trial and Limitation on Damages.** THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY ON ANY CLAIM ARISING UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM MAY NOT BE JOINED OR CONSOLIDATED IN ANOTHER ACTION BEING TRIED TO A JURY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGE PROVIDED BY STATUTE, OR IN TORT OR CONTRACT.

d. **Notices.**

i. **Permitted Methods of Notice.** Any notice, or other communication required under this Agreement shall be in writing, shall be delivered as per the contact information provided below, and shall be deemed properly given: (1) upon delivery if delivered in person; (2) three days after

deposit in the mail, if sent by registered first class United States mail, postage prepaid; or (3) upon delivery if delivered by a commercial courier service.

ii. **Contact Information.**

Municipality

Price Municipal Corporation  
Attn: City Recorder  
P.O. Box 893  
Price, Utah 84501

*Deleted  
in final →*

cc: Price Municipal Corporation  
Attn: Community Director  
P.O. Box 893  
Price, Utah 84501

Rocky Mountain Power:

Service Area Manager  
Rocky Mountain Power  
201 South Main Street, 23rd Floor  
Salt Lake City, UT 84111-4904

cc: Office of the General Counsel  
Rocky Mountain Power  
201 South Main Street, 24th Floor  
Salt Lake City, UT 84111-4904

iii. **Change of Contact Information** Either Party may change its contact person or address specified above by giving the other Party notice of change in accordance with subparagraph 5.d.i, above.

e. **Assignments.** Except as otherwise provided below, neither Party may without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign, pledge, or transfer all or any part of this Agreement or any right or obligation under this Agreement, whether voluntarily or by operation of law provided, however, that either Party may, without the other Party's consent, assign its rights and obligations under this Agreement to an entity with which the Party is merged or consolidated, so long as the assignor consents in writing to be bound by all obligations of the assignee under this Agreement.

f. **Binding on Successors.** This Agreement shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns, and shall be binding upon the successors and permitted assigns of each.

g. **Waivers.** Any waiver of a Party's rights with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Agreement. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

h. **Governing Law.** This Agreement is made under and will be governed and construed in accordance with the internal laws of the State of Utah.

i. **Headings and Construction.** The headings and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation. Any use of the singular in this Agreement also includes the plural, and any use of the plural also includes the singular.

j. **Not Construed Against Either Party.** This Agreement was entered into by the Parties after consultation with counsel, and shall be considered to have been drafted by both Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

k. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

l. **Counterparts.** This Agreement may be executed in counterparts which taken together, shall constitute one and the same Agreement and shall not be effective unless and until the Commission approves the Application in accordance with the provisions of paragraph 2.

m. **Entire Agreement.** This Agreement, including the recitals stated above and the appendices attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and, except as otherwise expressly provided in this Agreement, supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**Price Municipal Corporation (Price City), a municipal corporation organized under the laws of the State of Utah**

**PACIFICORP, an Oregon corporation doing business in Utah as ROCKY MOUNTAIN POWER**

Signature: \_\_\_\_\_

Print Name: Joe L. Piccolo

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Print Name: Laurie Tryon

Title: City Recorder

Signature: \_\_\_\_\_

Print Name: MARK C. MOENCH

Title: SENIOR VP AND GENERAL COUNSEL

Date: \_\_\_\_\_

**APPENDIX 1**

**THE WRITTEN NOTICE OF EXISTING CUSTOMER**

**Rocky Mountain Power  
 Notice of Customers Served Within the Municipal Boundaries of Price  
 Pursuant to Utah Code Section 54-3-31 (2)(a)**

Rocky Mountain Power hereby represents that each of the following customers were receiving electric service from the company on or before June 15, 2013.

Customer Meter Number	Location of Meter (1)	Customer Class of Service
66743738	90 E 600 S	RES
66740837	645 S 200 E	RES
51370758	665 ROSE AVE	RES
66743762	635 ROSE AVE	RES
66740813	640 S 200 E	RES
66739842	605 S CARBON AVE	RES
66743760	620 ROSE AVE	RES
66743810	625 S 100 E	RES
51382687	630 S 100 E	RES
66740863	655 S 100 E	RES
51372527	205 E 700 S # B-WEST	RES
66743763	645 ROSE AVE	RES
66740860	645 S 100 E	RES
66743761	601 ROSE AVE	RES
66749499	399 N HOSPITAL DR	COM
66749416	945 W HOSPITAL DR # A	COM
66773082	205 E 700 S # A-EAST	RES
66749418	945 W HOSPITAL DR # G	COM
66740971	488 S NICK LN	RES
51028645	945 MEDICAL PLZ	COM
66740947	666 S NICK LN	RES
66749498	945 W HOSPITAL DR STE 4	COM
66645824	945 W HOSPITAL DR # B	COM
66666310	721 S NICK LN # SHOP	COM
66749419	945 W HOSPITAL DR # C	COM
38293292	446 S NICK LN	RES
66740945	715 S NICK LN	RES
66743804	680 S 100 E	RES
66749417	945 W HOSPITAL DR # E	COM
66740839	661 S 200 E	RES
66740285	945 W HOSPITAL DR # J	COM
66740838	643 S 200 E	RES
51443266	675 ROSE AVE	RES
66749190	800 S CARBON AVE	COM
66741016	1752 E 500 S	RES
66741018	1723 E 500 S	RES
66740944	535 S NICK LN	RES
66742966	160 N CARBONVILLE RD	RES

(1) Street address, global positioning system coordinates, metes and bounds description, or other similar method of meter location

**Rocky Mountain Power**  
**Notice of Customers Served Within the Municipal Boundaries of Price**  
**Pursuant to Utah Code Section 54-3-31 (2)(a)**

Rocky Mountain Power hereby represents that each of the following customers were receiving electric service from the company on or before June 15, 2013.

Customer Meter Number	Location of Meter (1)	Customer Class of Service
66660868	660 ROSE AVE	RES
66742960	1721 E 500 S	RES
51370661	205 E 700 S APT C	RES
66740815	672 S 200 E	RES
51278016	100 N HIGHWAY 55	PSH
66782985	300 N HIGHWAY 55	IND
66743807	603 S 100 E	RES
66740325	401 N FAIRGROUNDS RD	RES
51415938	665 S 100 E	RES
66740814	180 E 600 S	RES
66743809	670 S 200 E	RES
66513361	676 S 200 E	RES
66740862	695 S 100 E	RES
41650601	945 W HOSPITAL DR	COM
66749261	150 N CARBONVILLE RD	COM
2209689	300 N HOSPITAL DR	COM
66743811	694 S 200 E	RES
51426957	692 S 100 E	RES
66740812	678 S 200 E	RES
66749240	717 S NICK LN	COM
66743806	660 S 100 E	RES
66743808	675 S 200 E	RES
66740970	721 S NICK LN	RES
66743805	650 S 100 E	RES
66740836	602 S 300 E	RES
66741658	629 S 300 E	RES
66741657	647 S 300 E	RES
66461695	683 S 300 E	RES
66743713	690 S 300 E	RES
66739522	234 E 400 S	RES
66739521	250 E 400 S	RES
66739228	254 E 400 S	RES
66740908	310 E 600 S	RES
66788216	1285 E 650 S	COM
66740969	525 S NICK LANE	RES
66645499	600 S NICK LANE	COM
66749222	610 S NICK LANE	COM

(1) Street address, global positioning system coordinates, metes and bounds description, or other similar method of meter location



**Robert C Lively**  
Service Area Manager  
201 South Main, Suite 2301  
Salt Lake City, UT 84111  
(801) 220-4052 Phone  
(801) 220-4217 Fax  
bob.lively@pacifiCorp.com

---

December 6, 2013

**VIA U.S. FIRST-CLASS MAIL**

Price City Corp  
Mayor Joe L. Piccolo  
185 East Main Street  
PO Box 835  
Price, UT 84501

**RE: S.B. 180 Public Utility Amendments**

Dear Mayor Piccolo,

On March 27, 2013, Governor Hebert signed into law S.B. 180, Public Utility Amendments, which was enacted in the 2013 general session of the Utah legislature.

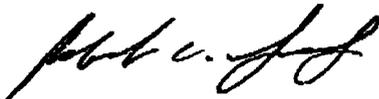
The law requires Rocky Mountain Power to provide notice to municipal electric providers, by December 15, 2013, of each site to which it was providing electric service within the municipal boundaries as of June 15, 2013. The required notice is provided in an enclosure herein.

In addition to this required notice, the law requires an agreement between Rocky Mountain Power and the municipal electric provider for ongoing service to the sites included in the notice provided. This agreement is required to be completed and filed with the Public Service Commission of Utah for approval by June 15, 2014.

To facilitate the process of completing the required agreement for ongoing service to sites including in the enclosed notice by June 15, 2014, an agreement is enclosed for your review. Please review and return a signed copy of the agreement, or if you have questions, please contact me by email or phone at the contact information provided above.

We look forward to working with you to complete the requirements of S.B. 1

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C Lively". The signature is fluid and cursive, with the first name being the most prominent.

Robert C Lively  
Rocky Mountain Power

cc: Shari Madrid, Treasurer  
Nick Tatton, UAMPS Representative  
Aaron Gibson, Rocky Mountain Power Customer & Community Manager

**Rocky Mountain Power  
 Notice of Customers Served Within the Municipal Boundaries of Price  
 Pursuant to Utah Code Section 54-3-31 (2)(a)**

Rocky Mountain Power hereby represents that each of the following customers were receiving electric service from the company on or before June 15, 2013.

Customer Meter Number	Location of Meter (1)	Customer Class of Service
66743738	90 E 600 S	RES
66740837	645 S 200 E	RES
51370758	665 ROSE AVE	RES
66743762	635 ROSE AVE	RES
66740815	640 S 200 E	RES
66739842	605 S CARBON AVE	RES
66743760	620 ROSE AVE	RES
66743810	255 JOE L	RES
51382687	630 S 100 E	RES
66740863	655 S 100 E	RES
51372527	205 E 700 S # B-WEST	RES
66743763	645 ROSE AVE	RES
66740860	645 S 100 E	RES
66743761	601 ROSE AVE	RES
66749499	1399 N HOSPITAL DR	COM
66749416	945 W HOSPITAL DR # A	COM
66773082	205 E 700 S # A-EAST	RES
66749418	945 W HOSPITAL DR # G	COM
66740971	488 S NICK LN	RES
51028645	945 MEDICAL PLZ	COM
66740947	666 S NICK LN	RES
66749498	945 W HOSPITAL DR STE 4	COM
66645824	945 W HOSPITAL DR #	COM
66666310	721 S NICK LN # SHOP	COM
66749419	945 W HOSPITAL DR # C	COM
38293292	446 S NICK LN	RES
66740945	715 S NICK LN	RES
66743804	680 S 100 E	RES
66749417	945 W HOSPITAL DR # E	COM
66740839	661 S 200 E	RES
66740285	945 W HOSPITAL DR # I	COM
66740838	643 S 200 E	RES
51443266	675 ROSE AVE	RES
66749190	800 S CARBON AVE	COM
66741016	1752 E 500 S	RES
66741018	1723 E 500 S	RES
66740944	1535 S NICK LN	RES
66742966	160 N CARBONVILLE RD	RES

(1) Street address, global positioning system coordinates, metes and bounds description, or other similar method of meter location

## Rocky Mountain Power

### Notice of Customers Served Within the Municipal Boundaries of Price Pursuant to Utah Code Section 54-3-31 (2)(a)

Rocky Mountain Power hereby represents that each of the following customers were receiving electric service from the company on or before June 15, 2013.

Customer Meter Number	Location of Meter (1)	Customer Class of Service
66660863	660 ROSE AVE	RES
66742960	1721 E 500 S	RES
5137066L	205 E 700 S APT C	RES
66740815	672 S 200 E	RES
51278015	100 N HIGHWAY 55	PSH
66782983	300 N HIGHWAY 55	IND
66743807	670 S 100 E	RES
66740325	401 N FAIRGROUNDS RD	RES
51415938	665 S 100 E	RES
66740814	180 E 600 S	RES
66743809	670 S 200 E	RES
6651336L	676 S 200 E	RES
66740862	695 S 100 E	RES
4165060.	945 W HOSPITAL DR	COM
6674926.	150 N CARBONVILLE RD	COM
2209689	300 N HOSPITAL DR	COM
6674381.	694 S 200 E	RES
51426957	692 S 100 E	RES
66740812	678 S 200 E	RES
66749240	717 S NICK LN	COM
66743806	660 S 100 E	RES
66743808	675 S 200 E	RES
66740970	721 S NICK LN	RES
66743805	650 S 100 E	RES
66740836	602 S 300 E	RES
66741654	629 S 300 E	RES
66741657	647 S 300 E	RES
66461695	683 S 300 E	RES
66743713	690 S 300 E	RES
66739522	234 E 400 S	RES
66739521	250 E 400 S	RES
66739228	254 E 400 S	RES
66740908	310 E 600 S	RES
66788216	1285 E 650 S	COM
66740969	525 S NICK LANE	RES
66645499	600 S NICK LANE	COM
66749222	610 S NICK LANE	COM

(1) Street address, global positioning system coordinates, metes and bounds description, or other similar method of meter location

**AGREEMENT FOR ELECTRIC SERVICE TO EXISTING CUSTOMERS  
AS OF JUNE 15, 2013 WITHIN A MUNICIPAL BOUNDARY**

This Agreement for Electric Service to Existing Customers as of June 15, 2013 Within Municipal Boundary ("Agreement") is made and entered into between Price City Corp municipal corporation organized under the laws of the state of Utah (the "Municipality"), PacifiCorp, an Oregon corporation d/b/a in Utah as Rocky Mountain Power ("Rocky Mountain Power"). The Municipality and Rocky Mountain Power each may be referred to as a "Party" collectively as the "Parties."

**RECITALS**

A. The Legislature of the State of Utah passed Senate Bill 180 (the "Bill") during 2013 General Session of the Legislature amending Title 54, Chapter 3 of the Utah Code to add new Section 31 regarding electric service of a public utility to customers located within municipal boundary. The Bill became law on May 13, 2013.

B. The Municipality owns and operates a local electric utility system that provides electric service to customers located within its municipal boundary.

C. Rocky Mountain Power is a public utility and an electrical corporation in the state of Utah authorized by a certificate of public convenience and necessity (the "Certificate") issued by the Public Service Commission of Utah ("Commission") to provide electric service to an area adjacent to the Municipality.

D. On or before June 15, 2013, Rocky Mountain Power was providing electric service to certain customers located within the municipal boundary of the Municipality (individually a "Customer" and collectively, the "Customers").

E. Pursuant to Utah Code Ann. § 54-3-31(2), Rocky Mountain Power provided the Municipality with an accurate and complete verified written notice, on or before December 31, 2013, identifying each such Customer, which is attached hereto as Appendix 1 (the "Written Notice of Existing Customers").

F. The Parties enter into this Agreement subject to the Commission's approval, compliance with Utah Code Ann. §§ 54-3-31 and 54-4-40 to allow Rocky Mountain Power to continue to provide electric service to the Customers, subject to, and in accordance with, the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

In consideration of the following agreements and conditions, the Parties agree as follows:

1. **Service to Customers.** Unless otherwise agreed by the Parties in writing provided in with Utah Code Ann. §§ 54-3-31(4):

a. From and after the Effective Date, Rocky Mountain Power shall exclusively provide electric service to the Customers subject to, and in accordance with

Added  
in Final

the terms and provisions of this Agreement and Rocky Mountain Power's tariffs and regulations approved the Commission (as the same may be amended or subsequently approved by the Commission from time to time, the "Approved Tariffs and Regulations") unless Rocky Mountain Power terminates this Agreement in accordance with Utah Code Ann. § 54-3-1(5).

b. Unless a term is otherwise agreed in writing by the Parties, upon termination of this Agreement for any of the reasons set forth above or otherwise, Rocky Mountain Power shall transfer to the Municipality electric service to the Customers, together with the facilities used by Rocky Mountain Power to serve such Customers, all in accordance with Utah Code Ann. § 10-2-421(3) - (7), as the same may be amended.

2. **Service to Additional Customers Within Municipal Boundary.** Rocky Mountain Power shall not provide service to any customer located within the municipal boundary other than the Customers, ~~except pursuant to the procedures and in accordance with~~ written agreement as provided in Utah Code Ann. §§ 54-3-31(4) and 54-4-40.

3. **Application; Effective Date.**

a. Within 45 days of execution of this Agreement or such longer time as the Parties may mutually agree, Rocky Mountain Power shall file an application ("Application") with the Commission pursuant to Utah Code Ann. § 54-4-40 seeking the Commission's approval of this Agreement. Rocky Mountain Power shall, and, upon request by Rocky Mountain Power, the Municipality shall, support approval of the Application before the Commission, including responding to discovery requests, providing written and oral testimony and other evidence, and providing written and oral argument. Neither Party shall directly or indirectly oppose the Application or support any petition for review, rehearing or reconsideration in the Commission of an order of the Commission approving the Application ("Order") or any petition for review in court of the Order.

b. This Agreement shall be effective from and after the date the Commission approves the Application (the "Effective Date"). In the event, however, that the Commission issues an order disapproving the Application, this Agreement shall terminate and be of no further force or effect.

4. **Cooperation.** In providing material written information to any third party or government entity or in obtaining any approval of any government entity in connection with this Agreement, the Parties agree to mutually support each other in obtaining regulatory approvals of the Agreement and in gaining any required franchise, providing information to regulators and parties in regulatory proceedings and to other government entities required to issue franchises, and cooperating in responding to parties that may oppose approval of the Agreement or issuance of any required franchises. Notwithstanding the foregoing, neither Party shall be required to disclose to the other Party information that is privileged or is competitively sensitive and confidential, including internal analyses, even if the Party is required to disclose the information subject to the terms of a protective order or rule to another government entity or third party

5. **Franchise or Other Agreements.** Nothing in this Agreement shall be construed as modifying, terminating or otherwise amending any written franchise or other agreement entered into between the Parties on or before June 15, 2013 that expressly provides for electric service by Rocky Mountain Power to customers within the Municipality (in any case, "Existing Agreement").

6. **Miscellaneous.**

a. **General Representations and Warranties.** Each of the Parties represents and warrants to the other Party that the Party has the power and authority to enter into this Agreement and to perform its obligations under this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the governing body of the Party, and, except as stated otherwise in this Agreement, no other actions or proceedings on the part of the Party are necessary for authorization of this Agreement and the transactions contemplated by this Agreement.

b. **Each Party to Bear Own Expenses.** Except as otherwise expressly provided in this Agreement, all expenses incurred by or on behalf of the Parties in connection with the authorization, preparation, execution and consummation of this Agreement, including, without limitation, all fees and expenses of agents, representative counsel, and accountants employed by the Parties, shall be borne solely by the Party that incurred the expenses.

c. **Waiver of Jury Trial and Limitation on Damages.** THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY ON ANY CLAIM ARISING UNDER THIS AGREEMENT AND AGREE THAT ANY SUCH CLAIM MAY NOT BE JOINED OR CONSOLIDATED IN ANOTHER ACTION BEING TRIED TO A JURY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES PROVIDED BY STATUTE, OR IN TORT OR CONTRACT.

d. **Notices.**

i. **Permitted Methods of Notice.** Any notice, or other communication required under this Agreement shall be in writing, shall be delivered as per the contact information provided below, and shall be deemed properly given: (1) upon delivery if delivered in person; (2) three days after deposit in the mail, if sent by registered first class United States mail, postage prepaid; or (3) upon delivery if delivered by a commercial courier service.

ii. **Contact Information.**

**Municipality**

Price City Corp  
Mayor  
185 East Main Street  
Price, UT 84501

**Rocky Mountain Power:**

Service Area Manager  
Rocky Mountain Power  
201 South Main Street, 23rd Floor  
Salt Lake City, UT 84111-4904

cc: Office of the General Counsel  
Rocky Mountain Power  
201 South Main Street, 24th Floor  
Salt Lake City, UT 84111-4904

iii. **Change of Contact Information.** Either Party may change contact person or address specified above by giving the other Party notice of change in accordance with subparagraph 5.d.i, above.

e. **Assignments.** Except as otherwise provided below, neither Party may, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, assign, pledge, or transfer all or any part of this Agreement or any right or obligation under this Agreement, whether voluntarily or by operation of law; provided, however, that either Party may, without the other Party's consent, assign its rights and obligations under this Agreement to an entity with which the Party is merged or consolidated, so long as the assignor consents in writing to be bound by all obligations of the assignee under this Agreement.

f. **Binding on Successors.** This Agreement shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns, and shall be binding upon the successors and permitted assigns of each.

g. **Waivers.** Any waiver of a Party's rights with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Agreement. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

h. **Governing Law.** This Agreement is made under and will be governed and construed in accordance with the internal laws of the State of Utah.

i. **Headings and Construction.** The headings and subtitles in this Agreement are for the convenience of the Parties and are not to be used for construction or interpretation. Any use of the singular in this Agreement also includes the plural, and any use of the plural also includes the singular.

j. **Not Construed Against Either Party.** This Agreement was entered into by the Parties after consultation with counsel, and shall be considered to have been drafted by both Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

k. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications; and to this end the provisions of this Agreement are declared to be severable.

l. **Counterparts.** This Agreement may be executed in counterparts which when taken together, shall constitute one and the same Agreement and shall not be effective unless and until the Commission approves the Application in accordance with the provisions of paragraph 2.

m. **Entire Agreement.** This Agreement, including the recitals stated above and the appendices attached hereto, which are incorporated herein by this reference, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and, except as otherwise expressly provided in this Agreement, supersedes all prior negotiations and agreements, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**Price City Corp, a municipal corporation organized under the laws of the State of Utah**      **PACIFICORP, an Oregon corporation doing business in Utah as ROC MOUNTAIN POWER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Mark C. Moench

Title: Senior Vice President and General Counsel

Date: \_\_\_\_\_

**APPENDIX 1**

**WRITTEN NOTICE OF EXISTING CUSTOMER**

(see attached "Written Notice of Existing Customers")

Account No: 3080  
 Business Activity: \_\_\_\_\_  
 Fee: \_\_\_\_\_

lic ✓  
 pd ✓  
 Nice ✓



HOB-040  
 \$100.00 busn  
 \$50.00 zone

### 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) 836-3183.

PLEASE TYPE OR PRINT LEGIBLY.  Renewal (check and show changes only on form below)

<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
<b>Business Name (Include DBA):</b> RAMZ Products, LLC			
If Name Change, list previous name: -			
<b>Business Address:</b> 415 E 600 N		<b>Suite/Apt. No.:</b> -	
<b>City:</b> Price	<b>State:</b> Utah	<b>Zip Code:</b> 84501	
<b>Business Telephone:</b> (801) 941-7014		<b>Business E-mail:</b> -	
<b>Business Fax:</b> -		<b>Business Telephone:</b> (801) 941-7014	
<b>Mailing Address (if different):</b> SAA		<b>City:</b> -	<b>State:</b> -
<b>Property Owner's Name:</b> Randall Adam Melancon		<b>Property Owner's Telephone:</b> (801) 941-7014	
<b>Type of Organization:</b> <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)			
<b>Type of Business:</b> <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		<b>Building Occupancy Type:</b>	
<b>Nature of Business:</b> <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
<b>Opening Date:</b> _____ <b>Business Hours:</b> From _____ To _____ M T W TH F S SU (please circle)			
<b>Detailed Description of Business:</b>  manufacture wood furniture - online			
<b>Commercial Square Feet:</b>		<b>No. of Mobile Home Spaces:</b>	
<b>No. of RV Spaces:</b>			
<b>State Sales Tax I.D. No. (Include copy or proof of exemption):</b>		<b>Federal Tax I.D. No. (Include copy, if applicable):</b> 45-552840	
<b>State License No. (Include copy, if applicable):</b>		<b>State License Type:</b>	
<p><b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Recorder) at (435) 836-3183, or 185 East Main, for more information. <b>Check all that apply.</b></p> <p><input type="checkbox"/> Alcoholic Beverages  <input type="checkbox"/> Eating Establishment  <input type="checkbox"/> Taxi Cab/Motor Carrier  <input type="checkbox"/> Pawnbroker  <input type="checkbox"/> Sexually Oriented Business</p>			
<p><b>NOTE:</b> If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			

HOB - DUO

3083

Fee: \$150  
\$50 zoning  
\$100 business  
LIC



### 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.  Renewal (check and show changes only on form below)

Business Status:  New Business  Location Change  Name Change  Ownership Change

Business Name (Include DBA): Ventureware LLC

If Name Change, list previous name:

Business Address: 211 W 400 S Suite/Apt. No.:

City: Price State: Utah Zip Code: 84501

Business Telephone: 435 650-1294 Business E-mail: jen@venture-ware.com Business Fax: NA

Mailing Address (if different) City: State: Zip Code:

Property Owner's Name: Kevin Lee Jensen Property Owner's Telephone: 435 650-5640

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 Building Occupancy Type:

Nature of Business:  Manufacturing  Retail  Wholesale  Services  Other:

Opening Date: 5/1/2014 Business Hours: From NA To NA M T W T H F S S U (please circle)

Detailed Description of Business:  
Working with local Aviation company to develop web application for scheduling flights, tracking maintenance, pilot + plane assignments, etc...

Commercial Square Feet: No. of Mobile Home Spaces:

No. of RV Spaces: 2

State Sales Tax I.D. No. (Include copy or proof of exemption): Federal Tax I.D. No. (Include copy, if applicable):  
26-4255122 | 725588-0100

State License No. (Include copy, if applicable): NA State License Type: NA

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

- Alcoholic Beverages
- Eating Establishment
- Taxi Cab/Motor Carrier
- Pawnbroker
- Sexually Oriented Business

NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the Consent to a Background/Criminal History Check form included with this application.

# Memorandum

**To:** Mayor and Council  
**CC:** Bret Cammans  
**From:** Norma Procarione  
**Date:** 5/30/2014  
**Re:** Donation of old library items

---

As you are aware, the library has outdated materials and a large number of donated items, which we try to sale at our annual books sale. We always have additional items remaining. There are several entities in the city (i.e. jail, nursing homes, senior center, etc.) that could likely use them. In additional, there is a non-profit organization that will take and disperse them to third world countries at no cost of the library. I would like permission to donate the remaining items from this year's book sale.

Thank you for your time with this matter.



MEMORANDUM

TO: Mayor and City Council

FROM: John Daniels 

*Distributed electronically via email by  
JR Daniels 06/05/2014*

DATE: June 5, 2014

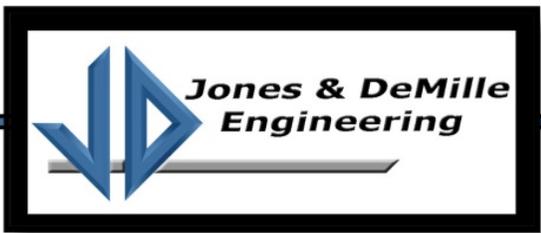
SUBJECT: Career Ladder Promotion: Rick Parry

Brianna Welch recommends Richard C. (Rick) Parry for promotion from Groundskeeper II to Groundskeeper III.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion was completed by Brianna Welch. The recommendation is supported by Gary Sonntag. The Finance Director confirmed the promotion is budgeted. Based on my review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion. The completed form and supporting documentation is available for review in my office.

The promotion will be on the agenda for the City Council Meeting scheduled for June 11, 2014. If you have any questions please contact Brianna, Gary, or me.

Cc Brianna Welch  
Gary Sonntag  
Lisa Richens



**CORPORATE** May 28, 2014

1535 South 100 West  
Richfield, UT 84701  
435.896.8266

50 South Main, Suite 28  
Manti, UT 84701  
435.835.4540

1675 South Highway 10  
Price, UT 84501  
435.637.8266

45 South 200 West (45-13)  
Roosevelt, UT 84066  
435.722.8267

Broadstone Building #3  
765 East 340 South, Suite 104  
American Fork, UT 84003  
801.692.0219

435 East Tabernacle, Suite 302  
St. George, UT 84770  
435.986.3622

Russell Seeley, PE  
City Engineer  
Price Municipal Corporation  
185 East Main  
Price, UT 84501

RE: 300 West & 700 East ADA Ramp Design

Russell,

We appreciate the opportunity to provide engineering services for this project. It is our understanding that this project is intended to replace and/or construct ADA access ramps at certain intersection corners on 300 West between 500 South and 200 South as well as at the intersection of 700 East and 100 South. The project will utilize existing funding through the CIB associated with road reconstruction on both roadways last year.

It is anticipated that this work will be conducted under the existing General Services Agreement (GSA) between Jones & DeMille Engineering (J&DE) and Price City. The work will be attached to the GSA with an addendum as has been done with previous projects.

Please refer to the anticipated Scope of Work for the ADA Ramp Assessment and Design.

## SCOPE OF WORK

### ADA Ramp Assessment and Design

1. Assess ADA ramp compliance
  - a. Utilize existing survey and topographic data to assess type and constructability of new ADA ramps at specified intersection corners on 300 West between 200 South and 500 South as well as at the intersection of 700 East and 100 South
2. Develop construction plans for the proposed ADA ramp construction
  - a. Consisting of general site plan for each ramp location and anticipated ramp layout
  - b. Standard ADA access ramp layout details and sections
    - i. Based on 2012 APWA standard drawings and/or UDOT Standard Drawings
  - c. Include traffic and street sign replacements in the construction plans.
    - i. Existing traffic regulatory signs and street intersection signs to be replaced with retro-reflective compliant sign panels.
  - d. Include general construction notes.
3. Provide project contract documents including:
  - a. Bidding documents and instructions
  - b. Contract Agreement
  - c. Other standard Contract related documents
  - d. Supplemental Sections to the 2012 APWA Standard Specifications as needed.
4. Project Review Meetings
  - a. Attend two (2) project review meetings with Price City personnel to discuss plan development and needs.

5. Assist with Project Advertisement, bidding and contractor selection
  - a. Prepare advertisement package
  - b. Assist with contractor questions and comments
    - i. Prepare necessary Addenda as needed
  - c. Provide bid tabulation review and reference checks
  - d. Provide recommendation for Award

Assumptions:

- No additional survey data will be collected. Please note that the amount of data that we have for these locations may not be sufficient to fully design ADA compliant grades and slopes for each location. The general type of ramp can be assumed, but actual grades must be checked during construction to ensure that ADA compliant slopes and geometries are achieved.
- 2012 APWA Standard Specifications and Drawings will be utilized in development of the plans and specifications for this project.
- The project will be publicly advertised and bids accepted.
- This proposal covers only the design elements of the project. No construction staking, observation, material testing or construction management is included. We recommend that these services be considered. We can provide these services at your request.

**SCHEDULE**

We are ready to proceed with the above work as soon as possible. Please let us know your intended schedule.

**FEE**

The estimated fee for the foregoing scope of work can be completed as follows:

**ADA Ramp Design** **\$6,000**

The above fee is proposed to be completed on an hourly basis, according to the General Services Agreement that is on file with the City.

J&DE is available to assist with additional engineering elements of this project as requested. We may provide additional services relating to construction management, material testing, observations and other related fields at your discretion. Any adjustments to the scope of work would also be completed according to our standard hourly rates.

We appreciate being able to be of service to Price City. We look forward to this project and many more. Please let us know what we can do to provide assistance to you in any capacity.

Sincerely,

JONES & DEMILLE ENGINEERING, INC.



Collin Fawcett, P.E.  
Project Manager

Attachment  
cc: chrono



**Jones & DeMille Engineering, Inc.**

**ENGINEERING SERVICES HOURLY RATES**

As of September 1, 2013

Senior Principal Professional Engineer.....	\$	150.00
Principal Professional Engineer.....	\$	135.00
Senior Professional Engineer II.....	\$	125.00
Senior Professional Engineer.....	\$	115.00
Professional Engineer.....	\$	110.00
Project Specialist.....	\$	100.00
Senior Project/Field Manager.....	\$	95.00
Project/Field Engineer.....	\$	90.00
Engineering & Construction Technician/Intern.....	\$	50.00
Senior Professional Land Surveyor.....	\$	135.00
Professional Land Surveyor III.....	\$	98.00
Survey Technician.....	\$	65.00
CAD Manager.....	\$	107.00
Senior CAD.....	\$	95.00
CAD III.....	\$	85.00
CAD II.....	\$	70.00
CAD I.....	\$	60.00
1-Person GPS Survey Crew.....	\$	125.00
2-Person GPS Survey Crew.....	\$	155.00
3-Person GPS Survey Crew.....	\$	185.00
1-Person Robotic Total Station Crew.....	\$	105.00
2-Person Robotic Total Station Crew.....	\$	140.00
3-Person Robotic Total Station Crew.....	\$	175.00
3-Person Survey Crew.....	\$	165.00
2-Person Survey Crew.....	\$	120.00
Environmental Scientist.....	\$	93.00
Lab/Field Technician Manager.....	\$	85.00
Senior Lab/Field Technician.....	\$	75.00
Lab/Field Technicians II.....	\$	70.00
Lab/Field Technicians I.....	\$	65.00
Senior Construction Observation/Resident.....	\$	90.00
Construction Observation/Resident II.....	\$	80.00
Construction Observation/Resident I.....	\$	60.00
Accounting.....	\$	80.00
Office Technician III.....	\$	65.00
Office Technician II.....	\$	50.00
Office Technician I.....	\$	40.00
Vehicle Mileage..... <i>per mile</i>	\$	0.55
4 Wheeler Rental..... <i>per day</i>	\$	140.00
4 Wheel Rhino..... <i>per day</i>	\$	200.00
Professional Consultants & Associates.....		Cost + 15%

Price City  
300 West & 700 East ADA Ramp Design  
Engineering Services - J&DE  
May 28, 2014

Hours								
Activity No.	Project/Activity	Principal	Project Manager	Project Engineer	Sr. CAD	CAD III	Clerical	Total
1	Assess ADA Ramp Compliance			4	2			6
2	Develop Construction Plans	1		6	16			23
3	Provide Project Contract Documents			4			6	10
4	Project Review Meetings (two assumed)	1		4	4			9
5	Assist with Proejct Advertismment and Award			8			4	12
	<b>TOTAL</b>	<b>2</b>	<b>0</b>	<b>26</b>	<b>22</b>	<b>0</b>	<b>10</b>	<b>60</b>

**Price City**  
**300 West & 700 East ADA Ramp Design**  
**Engineering Services - J&DE**  
**May 28, 2014**

<b>1 LABOR</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Principal	2	\$ 150.00	\$ 300.00
Project Manager	0	\$ 110.00	\$ -
Project Engineer	26	\$ 110.00	\$ 2,860.00
Sr. CAD	22	\$ 104.00	\$ 2,288.00
CAD	0	\$ 70.00	\$ -
Clerical	10	\$ 55.00	\$ 550.00
TOTAL LABOR	60		\$ 5,998.00

<b>2 SUBCONSULTANTS, REIMBURSABLES</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
Mileage	50	\$0.55	\$ 27.50
TOTAL REIMBURSABLES			\$ 27.50

**3 TOTAL CALCULATED ENGINEERING FEES** **\$ 6,000.00**

PRICE MUNICIPAL CORPORATION

TRAVEL REQUEST AND AUTHORIZATION

Date 6/2/2014

Name Kamra Davis

Department Wave Pool

Purpose of Travel To attend the Utah Richfield Invitational Swim Meet

Organization Sponsoring Activity Richfield City

Destination Richfield, Utah

Dates July 18 and 19, 2014

Note: All travel for more than one day or requiring overnight lodging must be authorized by Council Action.

Other Pertinent Information: \_\_\_\_\_

This conference is budgeted for annually

\*\*\*\*\*  
\*\*\*\*\*

Estimated Expenses:

Travel:

Mode of Travel:	<u>          </u> City Car	
	<u>  X  </u> Personal Car	\$ <u>67.76</u>
	<u>          </u> Public Carrier	\$ <u>          </u>
Meals:	<u>  2  </u> Days	\$ <u>39.00</u>
Lodging	<u>  1  </u> Nights	

Registration Fees

\$  
\$

Other (Describe) \_\_\_\_\_

\$

Estimated Total

\*\*\*\*\*

\*\*\*\*\*

Approval:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Councilperson

Supervisor (if applicable)

Fir

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_