

Mayor
MICHAEL KOURIANOS
City Attorney
ERIC JOHNSON
City Recorder
JACI ADAMS
City Treasurer
CAROLYN MONTGOMERY
Finance Director
LISA RICHENS



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City Council
JOE CHRISTMAN
AMY KNOTT-JESPERSEN
LAYNE MILLER
TANNER RICHARDSON
TERRY WILLIS

PRICE CITY COUNCIL

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 07/10/2024. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. SAFETY SECONDS Councilmember Miller

4. PUBLIC COMMENTS

5. GENERAL BUSINESS/DISCUSSION

- a. MOONLIGHT TRIATHLON. Kendra Seeley will be in attendance to talk about the Moonlight Triathlon that will be held July 20, 2024 and begins at 8:00 p.m.
- b. QUARTERLY SAFETY DRAWING. Drawing for the quarterly safety prize for qualifying employees.

6. CONSENT AGENDA

- a. MINUTES for 06-26-2024 City Council Workshop, City Council & CDURA.
- b. INTERLOCAL AGREEMENT. Consideration and possible approval of ratification of an Interlocal Agreement for the Provision of Indigent Defense Services between Price City and Carbon County.
- c. MANAGING DEFENDER AGREEMENT. Consideration and possible approval of the Agreement to Provide Managing Defender Services for 2024-2025 FY between Price City and Robert Oliver.
- d. AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH AE2S. Consideration and possible approval of an amendment to the existing engineering services agreement with Advanced Engineering and Environmental Services (AE2S) for up to \$19,996.00 to develop and help implement a strategy to secure funding for the upgrades to the City's Water Treatment Plant and Spring Transmission Line.

- e. NRCS-EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM REQUEST FOR ASSISTANCE. Consideration and possible approval of a letter addressed to the Natural Resources Conservation Service (NRCS) requesting funding assistance with flood damage repair and mitigation projects along Wood Hill Road and Mead's Wash.
- f. AGREEMENT PREMIER STRIPING INC. PROJECT 4C-2024. Consideration and possible approval of a two-year agreement with Premier Striping Inc. for striping the City's streets. Schedule E (2024) = \$43,227.50, and Schedule F (2025) = \$43,227.50.
- g. DECEASED ACCOUNT CHARGE OFF. Consideration and possible approval of the quarterly deceased account charge off.
- h. CAREER LADDER PROMOTIONS. Consideration and possible approval of career ladder promotions for: Tina Rowley, from Library Coordinator I, grade 10 to Library Coordinator II, grade 11; Tawnya Kulow, from Library Coordinator I, grade 10 to Library Coordinator II, grade 11; Jen Robertson, from Customer Service and Collections Specialist I, grade 8 to Customer Service and Collections Specialist II, grade 9.
- i. FEE WAIVER REQUEST. Alyssa Potter, C.A.R.E. Coalition Coordinator, is requesting fees be waived for use of Price City Park Pavillion, September 17, 2024 for C.A.R.E. Family Field Day.
- j. TRAVEL REQUESTS. April Milburn, Brandon Ratcliffe & Colton Greener, Utah Narcotics Officer Association Conference, August 4-9, 2024, Mesquite, NV.
- k. BUSINESS LICENSES. BND Fit LLC at 258 S 600 W for Brandon Dadgari.

7. UNFINISHED BUSINESS

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

Price plays safe

65" T.V GIVE AWAY

Enter to win

1

PLAY SAFE

Be safe and earn
playing cards or
tickets.

2

TICKETS

Exchange cards for
tickets with Monica
or Nick.

3

GOOD LUCK

Good Luck!
Thanks for playing

drawing will be July 2024

Price Plays Safety

- ✓ WHY IS PRICE CITY STARTING THIS: To encourage **ZERO** workplace accidents and injuries through an immediate recognition safety program.
- ✓ WHAT IS PRICE PLAYS SAFETY?: A recognition program for Price City employees and teams caught in the act of increasing or “going above and beyond” to promote workplace safety that exceeds minimum safety standards and practices.

SO WHAT ARE THE RULES AND HOW DOES IT WORK?

- ✓ WHAT PRICE PLAYS SAFETY IS NOT: It is not a benefit for something employees are entitled to. It is recognition of personal and work team commitments to workplace safety.
- ✓ Price City employees and teams may receive a playing card embossed with the Price City logo from a supervisor, director, or elected official. Only official Price City embossed playing cards are eligible to be used.
- ✓ Each month a work team goes accident and injury free, each team member may receive a card for the commitment to safety from the prior month.
- ✓ Each card received by an employee is worth 15 minutes of time off. This is counted as regular time worked in the time clock system and for payroll purposes. From time-to-time cards may be exchanged for “tickets” for a prize drawing.
- ✓ Only supervisors, directors, or elected officials can give cards out to employees. Employees in any department may receive cards from any supervisor, director, or elected official city wide when they are ‘caught’ going above and beyond to promote and encourage a safe workplace beyond minimum practices. When a card is given out the provider shall group notify others of the card provided to avoid recognition duplication.
- ✓ Cards have no cash value and no replacement cards will be issued to anyone that loses cards they have accumulated.
- ✓ Employees must redeem a minimum of 4 cards at a time (1 hour of extra time off). Use of cards for time off must be pre-arranged with the department supervisor and use of cards for time off cannot negatively impact Price City work flow or the conduct of Price City business. Cards cannot be used to artificially create employee overtime.
- ✓ Real or perceived or substantiated reported manipulation of the Price Plays Safety Program may result in employee ineligibility, department ineligibility for the program, program termination and possible disciplinary action. Employees may not share or combine cards or redistribute cards they have been given – this will be considered program manipulation.
- ✓ Supervisors must inventory and account for all cards they have distributed and allowed to be used. Documentation shall include the date given, who given to, and for what purpose (brief): (1) use of PPE; (2) vehicle and equipment; (3) other employee assistance; (4) buildings & grounds; (5) citizens & community.

Added Incentives

An employee that has at least 5 cards may be able to make a poker hand and receive added safety recognition. (You cannot combine poker hands, example: can't use both a 5 of a kind and a flush, only 1 added incentive used at any one time.)



2 of a kind = Extra 15 minutes time off

3 of a kind = Extra 30 minutes time off

4 of a kind = Extra 45 minutes time off

5 of a kind = Extra 1 hour time off

Full house = Extra 45 minutes time off

Straight = Extra 1 hour time off

Flush = Extra 1 hour time off

Royal straight flush = Extra 4 hours time off

Measurements of Price Plays Safety success:

- 1. Measured reduction in the number rate frequency of price city employee workplace accidents and injuries corresponding to Price Plays Safety program implementation and operation.**
- 2. Increased culture of safety throughout all Price City work groups and work locations.**
- 3. Increased involvement of all Price City employees and elected officials in safety practices identification rewards and acknowledgement.**

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
June 26, 2024 – 4:06 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Christman

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Excused: Councilmember Willis

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Knott-Jespersen/Use caution near flash flooding, do not attempt to drive through and stay on high ground.
2. Mayor's report
3. Councilmember Christman
4. Councilmember Knott-Jespersen
5. Councilmember Miller
6. Councilmember Richardson

Adjourned: 5:06 p.m.

APPROVED:

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

Minutes of the City Council Meeting

City Hall

Price, Utah

June 26, 2024

Present:

Mayor Kourianos

Jaci Adams, City Recorder

Councilmembers:

Nick Tatton, Administrative Director

Joe Christman

Lisa Richens, Finance Director

Amy Knott-Jespersen

Miles Nelson, Public Works Director

Layne Miller

Brandon Sicilia, Chief of Police

Tanner Richardson

David Johnson, Fire Chief

Excused: Councilmember Willis

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:30 p.m. Reverend Angela Chacon, Ascension St. Matthews offered a word. Mayor Kourianos led the Pledge of Allegiance.

2. ROLL CALL

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

3. SAFETY SECONDS

Councilmember Knott-Jespersen reminded everyone during any flash flood event to be cautious whether driving or being near it.

4. GENERAL BUSINESS/DISCUSSION

a. DONATION PRESENTATION. Consideration and possible acceptance of a donation from Greg Cook, CEO Castleview Hospital, for the Price City Pickleball courts.

Greg Cook, CEO at Castleview Hospital was in attendance to present Price City with a donation of \$50,000 towards the Price City Pickleball Courts. Mayor Kourianos and City Council thanked Greg Cook and Castleview Hospital for the generous donation.

MOTION.

Councilmember Miller moved to accept a donation in the amount of \$50,000 from Greg Cook, CEO Castleview Hospital, for the Price City Pickleball courts. Councilmember Knott-Jespersen seconded and motion carried.

b. RETIREMENT RECOGNITION. Recognition for Frank Peczuh, Price City Fire Department who will be retiring after 40 years of service.

Mayor Kourianos and Councilmembers welcomed Brenda Peczuh, wife of Frank Peczuh, to the front of the room and honored her with a plaque and flowers for her support of being a wife through all of the years while Frank was involved with the Price City Fire Department. On behalf of Toy Atwood, his son Barry Atwood then recognized Frank with a plaque for his 40 years of service, along with David Johnson, Price City Fire Chief, and previous Fire Chiefs Kent Boyack and Paul Bedont. Mayor Kourianos and City Councilmembers also thanked Frank for his years of service and wished him a happy retirement.

c. PUBLIC HEARING – ENTERPRISE FUND TRANSFER HEARING- BUDGET REVISION to discuss the proposed transfer from the Electric Fund to the General Fund included in the Fiscal Year 2023-2024 year-end budget revision, and to receive public comment on the transfer.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Miller moved to open the Public Hearing at 5:50 p.m. Councilmember Richardson seconded and motion carried.

Lisa Richens, Finance Director, reviewed the revision highlights.

MOTION.

Acknowledging no public comment was offered or reported, Councilmember Miller moved to close the Public Hearing at 5:56 p.m. Councilmember Knott-Jespersen seconded and motion carried.

d. PUBLIC HEARING. To receive public comment on the year-end budget revision for Fiscal Year 2023-2024.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Richardson moved to open the Public Hearing at 5:57 p.m. Councilmember Christman seconded and motion carried.

Lisa Richens, Finance Director, reviewed the year-end budget revision for Fiscal Year 2023-2024.

MOTION.

Acknowledging no public comment was offered or reported, Councilmember Knott-Jespersen moved to close the Public Hearing at 6:03 p.m. Councilmember Christman seconded and motion carried.

e. RESOLUTION NO. 2024-018. A Resolution Amending Resolution No. 2024-003, and Setting Forth the Revised Budget of Price City, Utah, for the Fiscal Year Ending June 30, 2024.

MOTION.

Councilmember Miller moved to approve Resolution No. 2024-018 amending Resolution No. 2024-003 and setting forth the revised budget for Price City, Utah, for the fiscal year ending June 30, 2024. Councilmember Richardson seconded and motion carried.

f. RESOLUTION NO. 2024-017. A Resolution Adopting the Certified Tax Rate for 2024 of the Price Municipal Corporation.

Lisa Richens, Finance Director, reviewed the certified tax rate, 0.001310 for a total value of \$853,104.00.

MOTION.

Councilmember Christman moved to approve Resolution No. 2024-017 adopting the Certified Tax Rate for 2024 of the Price Municipal Corporation. Councilmember Knott-Jespersen seconded and motion carried.

g. PUBLIC HEARING. Public Hearing to allow comment as required by Utah Code 10-3-818 in regard to the establishment of compensation for elective, statutory and manager level employees.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Knott-Jespersen moved to open the Public Hearing at 6:07 p.m. Councilmember Miller seconded and motion carried.

Nick Tatton, Administrative Director reviewed the Utah Code 10-3-818, stating that the elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing.

MOTION.

Acknowledging no public comment was offered or reported, Councilmember Richardson moved to close the Public Hearing at 6:08 p.m. Councilmember Christman seconded and motion carried.

h. ORDINANCE NO. 2024-004. Consideration and possible approval of An Ordinance Establishing the Compensation of Price City Elective and Statutory Officers and Manager Level Employees.

MOTION.

Councilmember Christman moved to approve Ordinance No. 2024-004 establishing the compensation of Price City Elective and Statutory Officers and Manager Level Employees. Councilmember Knott-Jespersen seconded and motion carried.

i. PUBLIC HEARING – ENTERPRISE FUND TRANSFER HEARING – TENTATIVE BUDGET to discuss the proposed transfer from the Electric Fund to the General Fund included in the Fiscal Year 2024-2025 Tentative Budget, and to receive public comment on the transfer.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Christman moved to open the Public Hearing at 6:10 p.m. Councilmember Miller seconded and motion carried.

Lisa Richens, Finance Director explained the proposed transfer from the Electric Fund to the General Fund that is included in the Fiscal Year 2024-2025 Tentative Budget.

MOTION.

Acknowledging no public comment was offered or reported, Councilmember Christman moved to close the Public Hearing at 6:12 p.m. Councilmember Richardson seconded and motion carried.

j. PUBLIC HEARING. To receive public comment on the Tentative Budget for Fiscal Year 2024-2025.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Christman moved to open the Public Hearing at 6:13 p.m. Councilmember Knott-Jespersen seconded and motion carried.

Brandon Ratcliffe, Price City Police Captain was in attendance to voice his concerns regarding the Price City wage scale for the Price City Police Department. Other attendees that also commented regarding the wage scale were, Sean Sackett, T.J. Robertson, Colton Greener, Matt Montoya, Cameron Sartori, Frankie Tapia, Alan Milburn, Kelly Maynes and DeDe Judd.

MOTION.

After a lengthy discussion, Councilmember Knott-Jespersen moved to close the Public Hearing at 7:37 p.m. Councilmember Miller seconded and motion carried.

k. RESOLUTION NO. 2024-019. A Resolution Adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2025.

MOTION.

Councilmember Christman moved to approve Resolution No. 2024-019 adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2025 and commit the City Council to review revenue and expenses for the year ending June 30, 2024 once the final year closing is completed in the hope that additional funding may permit additional wage

increases city-wide for all employees. Councilmember Miller seconded and motion carried pursuant to the below roll-call vote.

The roll call vote was as follows:

NAYE: Councilmember Richardson

AYE: Councilmember Christman, Councilmember Knott-Jespersen, Councilmember Miller

MOTION.

Councilmember Miller moved to approve consent agenda items a. thru d. Councilmember Richardson seconded and motion carried.

a. MINUTES for 06-12-2024 City Council Workshop, City Council & 06-21-2024 Special/Budget City Council Workshop.

b. FINANCE DEPARTMENT. Consideration and possible approval of budgeted year-end fund transfers.

c. FRAUD RISK ASSESSMENT. Authorization to approve the 2024 Office of the State Auditor Fraud Risk Assessment Questionnaire.

d. GOOGLE WORKSPACE. Consideration and possible approval of ratification of the Google Workspace Agreement.

6. PUBLIC COMMENTS

No public comment was reported or received.

7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

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

Councilmember Christman moved to closed the regular City Council meeting. Councilmember Richardson seconded and motion carried.

The regular City Council meeting was adjourned at 7:41 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

Minutes of the Price Community Development and Urban Renewal Agency (CDURA) Meeting
City Hall, Price, Utah
June 26, 2024, at 7:41 p.m.

Present:
Mayor Kourianos, Chairman

Board members:

Joe Christman	Jaci Adams, City Recorder
Amy Knott-Jespersen	Nick Tatton, Community/Human Resource Director
Layne Miller	Lisa Richens, Finance Director
Tanner Richardson	Miles Nelson, Public Works Director

Excused: Board member Willis

Staff/Others: See Public Meeting Sign-In Sheet

Chairman Kourianos called the Community Development and Urban Renewal Agency (CDURA) meeting to order at 7:41 p.m.

1. AGENDA

a. MINUTES for 06-12-2024 Community Development and Urban Renewal Agency meeting (CDURA)

MOTION.

Board member Richardson moved to approve the minutes for 06-12-2024 Community Development and Urban Renewal Agency (CDURA) meeting. Board member Christman seconded and motion carried.

b. PUBLIC HEARING. To receive public comment on the Tentative Budget for Fiscal Year 2024-2025.

Chairman Kourianos asked for a motion to open the Public Hearing.

MOTION.

Board member Miller moved to open the Public Hearing at 7:42 p.m. Board member Christman seconded and motion carried.

MOTION.

Board member Christman moved to close the Public Hearing at 7:43 p.m. noting that no public was in attendance or any public comment received. Board member Knott-Jespersen seconded and motion carried.

c. RESOLUTION NO. 2024-01R. A Resolution Adopting the Financial Budget of the Community Development and Urban Renewal Agency (CDURA) of Price City, Utah for the Fiscal Year Ending June 30, 2025.

MOTION.

Board member Christman moved to approve Resolution No. 2024-01R adopting the Financial Budget of the Community Development and Urban Renewal Agency (CDURA) of Price City, Utah for the Fiscal Year Ending June 30, 2025. Board member Miller seconded and motion carried.

Chairman Kourianos asked for a motion to adjourn the Community Development & Urban Renewal Agency (CDURA) meeting.

MOTION.

Board member Knott-Jespersen moved to adjourn the Community Development & Renewal Agency (CDURA) meeting. Board member Christman seconded and motion carried.

The Community Development and Renewal Agency (CDURA) meeting was adjourned at 7:44 p.m.

APPROVED:

Michael Kourianos, Chairman

ATTEST:

Jaci Adams, City Recorder

**INTERLOCAL AGREEMENT FOR THE PROVISION
OF INDIGENT DEFENSE SERVICES**

This agreement is entered into by and between Carbon County ("Carbon County"), a political subdivision of the State of Utah, and Price City ("City"), a Municipal Corporation in the State of Utah.

RECITALS

WHEREAS, Title 1, Chapter 13 of the Utah Code, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for their mutual benefit; and

WHEREAS, the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 2 Utah Code Ann., the parties have the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

WHEREAS, Carbon County has experienced indigent defense attorneys and is willing to provide such services pursuant to the terms of this agreement; and

WHEREAS, City has determined that it is in its interest to contract with Carbon County for the provision of indigent defense services;

NOW THEREFORE, for the reasons and purposes recited above, and in consideration of the mutual covenants and agreements contained herein, the parties do mutually agree and undertake as follows:

**SECTION ONE
EFFECTIVE DATE AND TERM**

1. This Agreement shall take effect on July 1, 2024.
2. This Agreement shall remain in effect through June 30, 2025, unless otherwise terminated as provided in this Agreement. This contract shall automatically renew, unless modified or terminated by the parties.
3. Either party may terminate this Agreement at any time by giving 90 days written notice of its intent to withdraw from the Agreement.

SECTION TWO **SCOPE OF SERVICES**

4. Carbon County shall provide the following services to City through Carbon County's Indigent Defense Contract System's Contracted Defense Counsel:
 - a. **Defense Counsel for District Court Cases.** Defense counsel shall provide competent legal counsel to any person who is charged with a Class A misdemeanor, who is deemed by the court to be indigent, and to whom the court appoints defense counsel to represent. Defense counsel shall represent said individuals in all criminal matters before the court including scheduling conferences, hearings, trials, probation violation hearings, restitution hearings, and all other matters to ensure adequate representation.
 - b. **Defense Counsel for Justice Court Cases.** Defense counsel shall provide competent legal counsel to any indigent person charged with a misdemeanor in the Carbon County Justice Court. Defense counsel shall represent indigent defendants in all matters before the justice court including all hearings, trials,

and de novo appeals to the District Court, and all other matters required to ensure adequate representation.

SECTION THREE COMPENSATION

5. City shall pay Carbon County \$8,300 per month for the services listed above in paragraphs 4(a) through 4(b) starting July 1, 2024, with payments made on a monthly basis.

SECTION FOUR MISCELLANEOUS

6. Amendment. This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each party's respective attorney, and upon meeting any other applicable requirements of the Interlocal Cooperation Act.
7. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provisions of this agreement.
8. Counterparts. This agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute the same instrument.
9. Documents on File. Executed copies of this Interlocal Agreement shall be placed on file in the office of the keeper of the records of each party and shall remain on file for public inspection during the term of the agreement.
10. Employee Status and Legal Responsibility. Unless otherwise provided by law:

- a. All independent contractors or personnel employed by City are City's contractors or employees and not contractors or employees of Carbon County, and are obligated to abide by all of the rules and regulations of City.
- b. All independent contractors and personnel employed by Carbon County are Carbon County contractors or employees and not contractors or employees of City, and are obligated to abide by all of the rules and regulations of Carbon County.
- c. Each party retains full legal responsibility, in every way, for its contractors and employees, including employment claims by employees and all other claims related to its employees.

11. Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior agreement or understanding regarding the subject matter of this agreement is made null and void by the execution of the agreement.

12. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party against any and all liabilities, claims, costs, and liabilities arising out of or related to this agreement that result from the wrongful or negligent acts or omissions of the indemnifying party, or anyone for whose actions the indemnifying party is responsible. The Governmental Immunity Act of Utah shall apply fully to each party, and neither party waives any protections available to it under that Act.

13. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

14. Non-Assignability. Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this agreement without the consent of the other party.

15. Severability of Provisions. If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters the agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

16. Additional Interlocal Cooperation Act Provisions. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act"), the Parties agree as follows:

- a. This agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before the agreement may take effect.
- b. This agreement shall be authorized and adopted by resolution by the legislative body of each party pursuant to and in accordance with § 11-13-202.5 of the Act.
- c. Immediately upon execution of this agreement by the parties, either party may publish notice regarding this agreement pursuant to § 11-13-219 of the Act.
- d. The parties agree that they are not creating an interlocal or separate entity by virtue of this agreement.
- e. The parties agree that each party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the agreement.

- f. In accordance with § 11-13-206 and -207 of the Act, City appoints the chair of the executive body and Carbon County Appoints its Managing Defender as its administrator for all matters relating to its participation under the terms of this agreement, unless the party notifies the other party in writing that it is designating a new administrator. To the extent that any administration of this agreement becomes necessary, the parties' administrators named above shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision.
- g. There is no joint budget. Each party shall supply at its own cost all contractors, personnel, equipment, supplies, and materials necessary to perform its obligations and intended actions as set forth in this agreement. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this agreement.
- h. This agreement shall not constitute a joint venture between the parties. No party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, with the effective date written above.

CARBON COUNTY COMMISSION

By: _____
COMMISSIONER CASEY HOPES

Dated:_____

APPROVED AS TO FORM:

CHRISTIAN BRYNER
Carbon County Attorney

Dated:_____

PRICE CITY, a Municipal Corporation

By: _____
MAYOR _____

Dated:_____

APPROVED AS TO FORM:

Price City Attorney

Dated:_____

AGREEMENT TO PROVIDE MANAGING DEFENDER SERVICES

THIS AGREEMENT is made and entered into by and between PRICE CITY, a Municipal Corporation, hereinafter referred to as CITY, and ROBERT A OLIVER, hereinafter referred to as ATTORNEY.

WHEREAS, CITY has a statutory and constitutionally mandated responsibility to provide public defender services; and

WHEREAS, CITY desires to have legal services performed for eligible persons entitled to representation in the Carbon County Seventh District Court and Carbon County Justice Court; and

WHEREAS, CITY desires to share a Managing Defender with Carbon County to supervise and manage Indigent Defense Service Providers and meet the Indigent Defense Commission standards; and

WHEREAS, ATTORNEY agrees to provide managing defender services to CITY in conjunction with the Carbon County Managing Defender duties; and

WHEREAS, CITY finds that ATTORNEY has sufficient expertise to provide managing defender services; therefore;

IT IS HEREBY AGREED as follows:

1. Definitions.

a. Managing Defender. The term “Managing Defender” shall refer to ATTORNEY acting in the capacity set forth in paragraph 4.

2. Scope of Work as Managing Defender. ATTORNEY agrees to complete the duties of Managing Defender as required by the Indigent Defense Commission, in conjunction with ATTORNEY’s Managing Defender Duties in Carbon County, and agrees to act in the capacity as set forth in paragraph 4.

3. Compensation. For the provision of the above-described services, CITY agrees to pay ATTORNEY the monthly sum of **\$3,000.00**.

All parties acknowledge that this agreement is based on CITY receiving grant funding from the State of Utah’s Indigent Defense Commission (IDC). The parties agree that the allocation of funding is inclusive of funds provided by IDC to reimburse CITY for this expense. Nothing in this agreement shall prevent ATTORNEY from seeking and receiving additional grant funding for compensation or other expenses from the IDC or

other sources. In the event, that compensation amounts change, ATTORNEY shall provide that information to CITY.

The parties agree that in the event grant funding is not secured, or is revoked or reduced prior to the expiration of this agreement, the parties will renegotiate the amount to be paid by CITY under this contract.

4. Designation of Managing Public Defender; Compliance with Requirements of Granting Entities. ATTORNEY shall act as the Managing Defender and fulfill all duties required by the IDC, in conjunction with Managing Defender Duties in Carbon County. As such, ATTORNEY shall be the point of contact with respect to all matters pertaining to the IDC, as well as all matters pertaining to grant funding, grant reporting, grant compliance, and indigent service provider oversight. ATTORNEY will provide general oversight with respect to grant requirements. ATTORNEY will prepare all necessary reports required for grant compliance. ATTORNEY will supervise indigent defense service providers as required by the IDC.

ATTORNEY agrees to account for their provision of services to the Indigent Defense Commission (IDC), or its functional equivalent, as specified by the IDC grant. ATTORNEY agrees to use DefenderData software, or other IDC sanctioned or required software, in tracking and reporting their compliance with the grant. ATTORNEY agrees to monitor compliance with IDC principles, and complete individual attorney performance evaluations as required by the IDC.

5. Term of Agreement. This agreement shall commence from July 1, 2024, and shall continue through June 30, 2025. This agreement will automatically renew for an additional one-year term at the same rate unless either party gives 60 days' written notice prior to the end of the term of the agreement of its intent to terminate or renegotiate the terms of the agreement.

ATTORNEY may terminate this agreement at any time for convenience by giving 90 days' notice.

CITY may terminate this Agreement for cause by giving 30 days' notice in the event that ATTORNEY materially breaches any of the terms of this Agreement.

6. No assignment of contract. This Agreement shall not be assigned by ATTORNEY without the written approval of CITY.

7. Modification of contract. The terms of this Agreement may be modified by the parties at any time, provided such modifications are made in writing.

DATED this 27th day of JUNE, 2024.

PRICE CITY, A Municipal Corporation ATTORNEY

Michael Kourianos, Mayor



Robert A. Oliver

AMENDMENT TO CLIENT-AE2S LETTER AGREEMENT
Amendment No. 01

The Effective Date of this Amendment is: June 17, 2024.

Background Data

Effective Date of Client-AE2S Letter Agreement: May 19, 2022

Client: Price City

AE2S: Advanced Engineering and Environmental Services, LLC

Project: Price City WTP and Spring Pipeline Improvements - Funding Support

Nature of Amendment:

- Additional Services to be performed by AE2S
- Modifications of payment to AE2S
- Modifications to time(s) for rendering services

Description of Modifications:

- A. AE2S shall perform the additional services as defined in Exhibit A attached hereto and incorporated herein by reference.
- B. AE2S shall render additional services stated in this Amendment on an hourly basis in accordance with the current Hourly Fee Schedule attached hereto, not to exceed \$19,996 without written authorization from Client, plus reimbursement for all project related expenses.

Agreement Summary:

Original agreement amount:	\$ 10,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 19,996.00
Adjusted Agreement amount:	\$ 29,996.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Client and AE2S hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

CLIENT:

Price City

By: _____

Print

name: _____

Title: _____

Date Signed: _____

AE2S:

Advanced Engineering and Environmental Services,
LLC

By: _____

Print

name: Sam Fankhauser

Title: Operations Manager

Date Signed: _____

Exhibit A

Price City WTP and Spring Pipeline Improvements -Funding Support: Contract Amendment #1 Scope and Fee

1.0 | Governing Agreement

On May 19, 2022, Price City and AE2S entered a Professional Services Agreement regarding funding-related services for its Water Treatment Plant and Spring Pipeline Improvement Projects.

Contained within the Agreement, there is a clause that allows for “Additional Services” as agreed upon in writing by both parties. This Scope and Fee is governed under the terms of that clause and the Agreement. These services represent a continuation of funding-related work for the projects as defined in the following sections.

2.0 | Task Purpose

Price City (City) has recently completed two distinct Feasibility Studies (Studies) for multiple substantial water conveyance and treatment projects it seeks to design and construct over the next several years. The work was completed by two separate engineering firms in 2023/2024 and paid for with a grant from the Community Impact Board (50% share), Utah Division of Drinking Water (30% share), and local matching funds (20% share).

The purpose of the Studies was to assess the current condition and determine rehabilitation options for the following critical infrastructure assets:

- Spring Pipeline Improvements – A 12-mile-long raw water transmission pipeline conveys flows from Colton Spring and UP&L Well #1 to the City’s service area. The pipeline is critical to the City as these sources are their sole year-round water supply. An engineering firm studied the asset’s current condition and found that the pipe segments inspected, which are nearing 100 years old, are in poor condition. Steel pipe segments showed corrosion, metal loss, and structural damage. The cast iron pipe segments show signs of corrosion, rust, and heavy pitting on almost every exposed segment. To rehabilitate, the engineer provided several phasing alternatives with a median cost of \$16.5 million (\$14.3 - \$18.6 million estimate range).
- Price City Water Treatment Plant – The City’s WTP was built in 1961 and has reached the end of its life. The WTP currently only operates during the summer months (May – October) given that the City’s Colton Spring and UP&L Well #1 provide sufficient water for the rest of the year. If additional water is needed, the City can purchase or trade water with the neighboring water district; however, this approach is capacity limited. The WTP treats water diverted from the Price River fed from Scofield Reservoir. This raw water experiences swings in water quality during storm events and often exhibits toxic algal blooms (emerging contaminants). Quick changes to the treatment process are challenging for operators, especially given that WTP’s technology is severely dated. An engineer studied several options to rehabilitate or replace the existing WTP and recommended numerous improvements with a median cost of \$53.4 million (\$21.3 - \$85.4 million estimate range).

Given the combined costs of \$69.8 Million (\$35.6 - \$104.0 million estimate range) and limited financial capacity, the City requests assistance from AE2S in determining effective strategies to fund the required work.

This Scope and Fee’s purpose is to help the City identify varying funding opportunities and to develop a comprehensive strategy.

The second goal, especially given the direct connection and interplay between these two distinct projects, is to help the City bridge the gap between the completed Studies and better define their short-, mid-, and long-term objectives, so they can message and communicate to stakeholders, partner agencies, and the public effectively.

Given the costly nature of the projects and known capacity limitations with state and federal funding agencies presently, this Scope and Fee does not guarantee success in acquiring adequate project funding.

However, this work will provide the City an iterative step forward in understanding their funding options and how these opportunities will impact how when, and to what scale they can feasibly complete their planned work.

3.0 | Proposed Scope

The Consultant proposes to complete the following tasks:

Task 1.0 Project Management	
<i>Sub-Tasks</i>	<ul style="list-style-type: none"> 1.1 <u>Project Management</u>: Manage project scope and schedule. 1.2 <u>Budget and Invoicing</u>: Track project budget; prepare and deliver invoices. 1.3 <u>Client Communications</u>: Complete client coordination.
<i>Assumptions</i>	<ul style="list-style-type: none"> ▪ Communications to be held virtually and in person.
<i>Deliverables</i>	<ul style="list-style-type: none"> ▪ Verbal and written progress updates ▪ Monthly invoices
<i>Hours</i>	<ul style="list-style-type: none"> ▪ 10
<i>Estimated Fee:</i>	<ul style="list-style-type: none"> ▪ \$2,236
Task 2.0 Basis of Planning	
<i>Sub-Tasks</i>	<ul style="list-style-type: none"> 2.1 <u>Document Review</u>: Request and review available project information, including, but not limited to, the Feasibility Studies, water master plans, and community planning documents necessary for funding efforts. 2.2 <u>Project Narrative</u>: Create a project narrative that defines the City's water supply and treatment needs and overall project objectives to "bridge the gap" between the two separate Studies. 2.3 <u>Demographic Evaluation</u>: Compile and analyze key community demographic information essential in soliciting favorable loan and grant funding terms, such as population (U.S. Census Data), employment trends, Median Adjusted Gross Income (MAGI), and Non-Metro Median Household Income (MHI). 2.4 <u>Project Timeline</u>: Coordinate with the City to develop a multi-year project timeline and related phasing plan to gain more clarity on when and what project components are warranted. 2.5 <u>Population Projection</u>: Estimate population growth and associated water demand over a 25-year period.
<i>Assumptions</i>	<ul style="list-style-type: none"> ▪ The City will make the requested information readily available. ▪ Growth projection will utilize a .5% annual growth rate. ▪ Gallon per capita per day (GPCD) for the water demand estimation will be based on available water use data and City feedback.
<i>Deliverables</i>	<ul style="list-style-type: none"> ▪ Data Request Memorandum
<i>Hours</i>	<ul style="list-style-type: none"> ▪ 18
<i>Estimated Fee:</i>	<ul style="list-style-type: none"> ▪ \$3,474

Task 3.0 Funding Agency Coordination	
<i>Sub-Tasks</i>	3.1. <u>Agency Outreach</u> : Contact and acquire key funding terms from up to five state and federal funding agencies, including Utah Division of Drinking Water (State SRF), United States Department of Agriculture (USDA), Community Impact Board (CIB), EPA Water Infrastructure Finance Act (WIFIA), U.S. Department of Energy, and the Utah Governor's Office (Budget/Economic Development).
<i>Assumptions</i>	<ul style="list-style-type: none"> ▪ Outreach will be made to up to five (5) state and federal funding sources. ▪ Work does not include submitting or compiling any technical information or application beyond what is developed in Task 2.0.
<i>Deliverables</i>	<ul style="list-style-type: none"> ▪ None
<i>Hours</i>	<ul style="list-style-type: none"> ▪ 23
<i>Estimated Fee:</i>	<ul style="list-style-type: none"> ▪ \$4,949
Task 4.0 Utility Rate Sensitivity Analysis	
<i>Sub-Tasks</i>	4.1. <u>Rate Sensitivity Analysis</u> : Complete a rate sensitivity analysis based on four funding scenarios to determine how varying funding grant and loan ratios and capital project revenue requirements impact water utility rates in coordination with the ongoing study being completed by Utah Rural Water.
<i>Assumptions</i>	<ul style="list-style-type: none"> ▪ Project costs will be based on estimates in engineering studies, median estimates will be used. ▪ Scenarios will include loan terms of 3% interest for 30-years, and grant scenarios of none, 25%, 50%, and 75%. Specific terms may be adjusted based on information acquired under Task 3.0.
<i>Deliverables</i>	<ul style="list-style-type: none"> ▪ One virtual meeting with City staff to establish funding scenario preferences.
<i>Hours</i>	<ul style="list-style-type: none"> ▪ 8
<i>Estimated Fee:</i>	<ul style="list-style-type: none"> ▪ \$1,697
Task 5.0 Funding Plan Development	
<i>Sub-Tasks</i>	<p>5.1. <u>Funding Plan</u>: Compile information into a Funding Plan that includes:</p> <ul style="list-style-type: none"> ○ Basis of Planning section, documenting key demographic and system information. ○ Eligible funding sources, including specific requirements, application processes timelines, max awards, eligibility criteria, effort level, etc. ○ Gaps analysis flagging key funding application requirements and deliverables missing or omitted from the existing Studies. ○ Action roadmap that includes critical path timelines and schedules. ○ Prioritized “next step” recommendations.
<i>Assumptions</i>	<ul style="list-style-type: none"> ▪ The Funding Plan will be an iterative document and subject to change as new funding sources and strategies are identified and developed. ▪ Recommendations will be determined through City coordination. ▪ The planning timeframe includes up to ten years; however, more granular analysis, planning, and recommendations will occur at the five-year scale. ▪ Analysis will leverage and integrate with existing funding strategies and financial plans; however, will not include a detailed review or offer formal recommendations of the City’s financials, rate planning, or policies.

	<ul style="list-style-type: none"> ▪ Funding program application and administration are not included. ▪ One virtual meeting with City staff to present recommendations.
<i>Deliverables</i>	<ul style="list-style-type: none"> ▪ Funding Plan (5-10 page technical memorandum format)
<i>Hours</i>	<ul style="list-style-type: none"> ▪ 38
<i>Estimated Fee:</i>	<ul style="list-style-type: none"> ▪ \$7,640

4.0 | Proposed Fee

Figure 1 provides a summary of the project tasks with itemized effort displayed in hours and associated fees.

Figure 1: Proposed Fee

#	Task	Effort (Hours)	Fee	Fee %
1	Project Management	10	\$2,236	11%
	Basis of Planning	18	\$3,474	17%
	Funding Source Research and Coordination	23	\$4,949	25%
	Utility Rate Sensitivity Analysis	8	\$1,697	8%
	Funding Plan Development	38	\$7,640	38%
			97	\$19,996 100%

2024 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$67.00	I&C 3	\$205.00
Administrative 2	\$82.00	I&C 4	\$218.00
Administrative 3	\$99.00	I&C 5	\$228.00
Communications Specialist 1	\$109.00		
Communications Specialist 2	\$127.00	IT 1	\$135.00
Communications Specialist 3	\$146.00	IT 2	\$182.00
Communications Specialist 4	\$176.00	IT 3	\$223.00
Communications Specialist 5	\$194.00	Land Surveyor Assistant	\$99.00
Construction Services 1	\$130.00	Land Surveyor 1	\$119.00
Construction Services 2	\$159.00	Land Surveyor 2	\$144.00
Construction Services 3	\$176.00	Land Surveyor 3	\$163.00
Construction Services 4	\$195.00	Land Surveyor 4	\$179.00
Construction Services 5	\$216.00	Land Surveyor 5	\$197.00
Engineering Assistant 1	\$88.00	Operations Specialist 1	\$104.00
Engineering Assistant 2	\$103.00	Operations Specialist 2	\$130.00
Engineering Assistant 3	\$130.00	Operations Specialist 3	\$161.00
Engineer 1	\$140.00	Operations Specialist 4	\$184.00
Engineer 2	\$168.00	Operations Specialist 5	\$206.00
Engineer 3	\$197.00		
Engineer 4	\$228.00	Project Coordinator 1	\$120.00
Engineer 5	\$244.00	Project Coordinator 2	\$135.00
Engineering Technician 1	\$87.00	Project Coordinator 3	\$150.00
Engineering Technician 2	\$109.00	Project Coordinator 4	\$166.00
Engineering Technician 3	\$131.00	Project Coordinator 5	\$187.00
Engineering Technician 4	\$146.00	Project Manager 1	\$213.00
Engineering Technician 5	\$167.00	Project Manager 2	\$233.00
Financial Analyst 1	\$116.00	Project Manager 3	\$249.00
Financial Analyst 2	\$132.00	Project Manager 4	\$264.00
Financial Analyst 3	\$159.00	Project Manager 5	\$282.00
Financial Analyst 4	\$173.00	Project Manager 6	\$295.00
Financial Analyst 5	\$193.00	Sr. Designer 1	\$185.00
GIS Specialist 1	\$109.00	Sr. Designer 2	\$205.00
GIS Specialist 2	\$132.00	Sr. Designer 3	\$220.00
GIS Specialist 3	\$156.00	Sr. Financial Analyst 1	\$218.00
GIS Specialist 4	\$174.00	Sr. Financial Analyst 2	\$239.00
GIS Specialist 5	\$194.00	Sr. Financial Analyst 3	\$259.00
I&C Assistant 1	\$104.00	Technical Expert 1	\$335.00
I&C Assistant 2	\$129.00	Technical Expert 2	Negotiable
I&C 1	\$154.00		
I&C 2	\$182.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$280.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
CAROLYN MONTGOMERY

Finance Director
LISA RICHENS



City Council

JOE CHRISTMAN

AMY KNOTT-JESPERSEN

LAYNE MILLER

TANNER RICHARDSON

TERRY WILLIS

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

July 10, 2024

Ms. Emily Fife
State Conservationist
Natural Resources Conservation Service
125 South State Street, Room 4010
Salt Lake City, Utah 84138-1100

Dear Ms. Fife

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in Carbon County by severe rain storms causing flooding and debris flows from Wood Hill and Meads Wash on June 21, 2024. This work is needed to safeguard lives and property from an imminent hazard of severe flash flooding in residential neighborhoods located near the northern city limits, including neighborhoods adjacent to 800 North, as well as neighborhoods along Covecrest Street and Smith Drive.

We are a local municipality with a legal interest in or responsibility for the values threatened by the watershed emergency. We understand, as sponsors of emergency watershed protection measures, that our responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

The name, address, and telephone number of the administrative and technical contact person in our organization is as follows:

Miles Nelson
Public Works Director
Price City
185 E Main Street
Price, Utah 84501
(435)-637-5010

Please contact him for any additional information that you might need in assessing our request.

Sincerely,

Michael Kourianos
Price City Mayor

AGREEMENT
Price Municipal Corporation – Schedule E and F Paint Striping Project #4C-2024

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Premier Striping Inc.
- B. Address: 8449 Robidoux Road, Sandy Utah 84093
- C. Telephone Number: (801)-755-6087

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

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

Paint Striping Roads Within City Limits In Years 2024 and 2025

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

Schedule E – Paint Striping For Year 2024

Schedule F – Paint Striping For Year 2025

1.4 PUBLIC WORKS DIRECTOR

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Schedule E and F

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

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

***Schedule E – Forty-Three Thousand Two Hundred Twenty-Seven Dollars and
Fifty Cents - \$43,227.50***

***Schedule F – Forty-Three Thousand Two Hundred Twenty-Seven Dollars and
Fifty Cents - \$43,227.50***

***Grand Total (Both Schedules) Eighty-Six Thousand Four Hundred
Fifty-Five Dollars and No Cents -\$86,455.00***

2.2 CONTRACT TIME

A. The Work will be completed 20 calendar days after *July 1st, 2024* for Schedule E and 20 calendar days after *July 1st, 2025* for Schedule F, or from the first day of work on the Project within the current calendar year.

2.3 LIQUIDATED DAMAGES

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

1. Late Contract Time Completion:

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

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the OWNER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. Two Hundred dollars

and Zero cents (\$ 200.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER'S prior written authorization.

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

2.4 PAYMENT

- A. OWNER shall submit to the CONTRACTOR Applications for Payment. Applications for Payment will be processed by the OWNER.
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

2.5 CONTRACT DOCUMENTS

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

Bidder Requirements
Advertisement
Bid Form
Bidder Information
Measurement And Payment
General Information
Supplementary Conditions
Forms – Reference Only
Detail Specifications
Chip Seal Using GMRSS
Slurry Seal With Polymers
Crack Seal
Paint Striping
Traffic Control
Maps

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

- a. APWA 2017 Manual of Standard Specification
- b. APWA 2017 Manual of Standard
- c. The documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Jaci Adams

SEAL

Title: City Recorder

CONTRACTOR

Name: Premier Striping
Address: 8449 Robidoux Rd.
Sandy, UTAH 84093

[CORPORATE SEAL]

By: 

SEAL

DECEASED ACCOUNT CHARGE OFF

REQUEST TO WRITE OFF REMAINING BALANCES ON DECEASED ACCOUNTS						
ACCOUNT #	CUSTOMER	ADDRESS	AMOUNT OWING	FINAL BILL AMOUNT	PENALTY AMOUNT	FINAL BILLED DATE
6/24 REQUEST	PIERCY, JOAN	670 E 400 N	\$64.69	\$64.69	\$0.00	6/13/24



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

A handwritten signature in blue ink that appears to read "NT".

DATE: June 28th, 2024

*Distributed electronically via email by
NT on 6-28-24*

SUBJECT: Career Ladder Promotion: Tawnya Kulow

I am recommending that Tawnya Kulow be promoted from Library Coordinator I, Grade 10, to Library Coordinator II, Grade 11.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by myself in several capacities: supervisor in this circumstance, department director and the HR director. The Finance Director confirmed that funding for the promotion is available in the 2024-2025 fiscal year. It is recommended that the promotion become effective on the payroll cycle beginning July 14th, 2024. The supporting documentation, wage relativity, attendance, and performance evaluations support the promotion. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for July 10th, 2024. If you have any questions, please contact me.

Cc Lisa Richens
 Monica Donaldson



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

DATE: June 28th, 2024

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Cc Lisa Richens
 Monica Donaldson



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

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

DATE: June 28th, 2024

*Distributed electronically via email by
NT on 6-28-24*

SUBJECT: Career Ladder Promotion: Jen Robertson

I am recommending that Jen Robertson be promoted from Customer Service and Collections Specialist I, Grade 8, to Customer Service and Collections Specialist II, Grade 9.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by myself in several capacities: supervisor in this circumstance, department director and the HR director. The Finance Director confirmed that funding for the promotion is available in the 2024-2025 fiscal year. It is recommended that the promotion become effective on the payroll cycle beginning July 14th, 2024. The supporting documentation, wage relativity, attendance, and performance evaluations support the promotion. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for July 10th, 2024. If you have any questions, please contact me.

Cc Lisa Richens
 Monica Donaldson

FEE WAIVER REQUEST

Price Municipal Corporation – Park Pavilion Rental Application and Agreement

P.O. Box 893 -- 185 East Main Street, Price, Utah 84501 • Phone: 435-636-3180 • Fax: 435-637-2905

Renter, Applicant Name (Print) Alysa Potter - CARE (Callahan) Phone 435-450-2877 cell
Address 1690 E Main City PRICE State UT Zip 84501
Activity CARE Family Field Day
Reservation Date 9/17/24 Time(s): From 3:00 pm To 8:00 pm

Washington Park Terrace Hills South Park Rose Park Pioneer Park

MONDAY THRU THURSDAY PARK PAVILION RENTAL FEES

Reservation Fee: 1 to 4 Hours - \$30.00 + \$10.00 per additional hour over 4

1-4 Hours = \$30.00 Additional Hours _____ \$ _____

FRIDAY THRU SUNDAY/HOLIDAY PARK PAVILION RENTAL FEES

Reservation Fee: 1 to 4 Hours - \$40.00 + \$15.00 per additional hour over 4

1-4 Hours = \$40.00 Additional Hours _____ \$ _____

KITCHEN RENTAL Yes \$100.00 No There will be a cleaning deposit \$ (see schedule)

OUTSIDE WATER AND/OR ELECTRICITY AND/OR TURF IMPACT FEE Yes \$40.00 No

(Includes: vehicles, trailers, equipment, booths, water slides, ice blocking, tarps, bouncy toys or structures)

SPORTS COURT(S) RENTAL FEES

Basketball Court(s) Tennis Court(s) Pickle Ball Court(s) Sand Volleyball Court Horse Shoe Pit(s) Baseball Field(s)

Each Court 2 Hours=\$5.00 Each Pit 2 Hours=\$10.00 Each Ball Field 2 Hours=\$15.00

Additional Hours _____ \$ _____

*The park area beyond the pavilion is open to the general public on a first come first serve basis at no additional charge.

APPROXIMATE NUMBER OF GUESTS

1-25 PEOPLE 26- 50 PEOPLE 51-100 PEOPLE 101-150 PEOPLE 151-200 PEOPLE 201 + PEOPLE

Please Sign on the Back of this Form

Alysa Potter

(Price City
donates) values
the fees
for this
event

TRAVEL REQUESTS**Price City Police Department
Travel Request and Authorization**Date: 07/02/2024Employee(s): April Milburn, Brandon Ratcliffe, Colton GreenerPurpose of Travel: Utah Narcotics Officer Association ConferenceAgency Sponsoring Activity: UNOADestination: Mesquite, NVDates employee will be involved in training (include travel time): 08/04/2024 - 08/09/2024Expenses will be reimbursed to the City by: CMDTF**Method of Travel:**

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

650 miles x .67 cents per mile \$ 435.50**Meals:** All meals for 4 days x 3 = \$648.00 \$ 732.00
Breakfast & lunch on 08/08 (Banquet dinner)
x 3 = \$84.00**Lodging:** August 4th-9th; 5 nights @ \$76.74 x 3 rooms + Tax \$ 1,151.10
Visa 1159**Registration Fees:** Visa \$ 1,350.00**Other Expenses:** _____ \$ _____**Total (estimate):** \$ 3,668.60

Submitted by: Captain Brandon Ratcliffe

Submitted to City Council for Approval on _____



April Milburn <aprlm@priceutah.net>

CasaBlanca Reservation Confirmation

3 messages

Reservations <Reservations@mesquitegaming.com>
To: aprilm@priceutah.net

Wed, May 1, 2024 at 10:00 AM

April Milburn

Sunday August 4, 2024

Thank you for choosing the **CASABLANCA RESORT**! We are excited for your upcoming stay Arriving Sunday August 4, 2024 and Departing Friday August 9, 2024 and look forward to exceeding your expectations! Your confirmation number is PYXHQ. Please see the information below for further details. To make changes electronically, please **[CLICK HERE](#)** or call 877-GETAWAY (877-438-2929).

To expedite your check-in and check-out experience please visit our new self-serve KIOSK located at the front desk.

While here, be sure to enjoy:

* The thrill of **CASINO ACTION** including **SLOT**, **TABLE GAMES**, & **VIDEO KENO** plus free membership in the Mesquite Gaming **PLAYER'S CLUB** with the highest payback in comps, points, points-to-play& promotional free play of any local or Las Vegas casino.

* **Unparalleled DINING** options :

THE CASA CAFE with irresistible daily specials & considerable menu options including full Chinese fare.

SCOOPS with dine-in/take-out options for quick bites or decadent ice cream creations.

KATHERINE'S FINE DINING which offers incomparable gourmet cuisine.

PIZZA UNO'S for a fast casual dining option.

CUPS COFFEE TO GO with your favorite Cups coffee creations.

* **Two** championship golf courses, **THE CASABLANCA & THE PALMS** with plush greens, picturesque scenery, stunning water features and challenges for every handicap.

* Our **WORLD CLASS SPA** & **SALON** for indulging in exhilarating pampering services.

To make arrangements in advance, please call 877-438-2929 or choose from the links below.

PLEASE NOTE:

- The CasaBlanca Resort & Casino charges a daily Resort Fee of \$8.99. This fee will include use of the Fitness Center, Valet, In-room WiFi, local and 800 calls, use of in-room safe, and access to seasonal pool.
- \$50 refundable deposit required on credit card at check-in.
- Guests must be 21 years or older to check-in to a room.
- Credit card & Valid ID are required at time of check-in.
- Requested room types are considered but not guaranteed.

- All room rates are subject to Nevada State Room Tax.
- All reservations must have the first and last name of the adult occupying the room.
- Rates are subject to change without notice.
- Maximum occupancy is five persons per room.
- Check-in time is 4:00pm; Check-out time is 11:00am.
- There is a **48 hour cancellation policy**. No shows will be charged first night's room & tax.
- **Cancellations are NOT available on reservations made day of arrival.**
- The **CasaBlanca Resort & Casino** does **NOT** allow pets. Please visit the **Virgin River Hotel & Casino** when making travel arrangements which include pets.

Again, thank you for choosing the **CASABLANCA RESORT** -the way Vegas used to be!

Guest Name: April Milburn

Number of Rooms: 1

Room Type: 2 QUEEN NOSMOKE

CasaBlanca Golf Course

Palms Golf Course

CasaBlanca Spa

****This email was sent from an auto-notification system that cannot accept incoming email.
Please do not reply to this message.

Reservations <Reservations@mesquitegaming.com>
To: aprilm@priceutah.net

Wed, May 1, 2024 at 10:00 AM

April Milburn

Sunday August 4, 2024

Thank you for choosing the **CASABLANCA RESORT**! We are excited for your upcoming stay Arriving Sunday August 4, 2024 and Departing Friday August 9, 2024 and look forward to exceeding your expectations! Your confirmation number is **P54ZD** Please see the information below for further details. To make changes electronically, please **CLICK HERE** or call 877-GETAWAY (877-438-2929).

[Quoted text hidden]

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[Quoted text hidden]



April Milburn <aprlm@priceutah.net>

CasaBlanca Reservation Confirmation

3 messages

Reservations <Reservations@mesquitegaming.com>
To: aprilm@priceutah.net

Wed, May 1, 2024 at 10:00 AM

April Milburn

Sunday August 4, 2024

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To expedite your check-in and check-out experience please visit our new self-serve KIOSK located at the front desk.

While here, be sure to enjoy:

* The thrill of **CASINO ACTION** including **SLOT**, **TABLE GAMES**, & **VIDEO KENO** plus free membership in the Mesquite Gaming **PLAYER'S CLUB** with the highest payback in comps, points, points-to-play& promotional free play of any local or Las Vegas casino.

* **Unparalleled DINING** options :

THE CASA CAFE with irresistible daily specials & considerable menu options including full Chinese fare.

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UTAH NARCOTIC OFFICERS ASSOCIATION

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2024 Utah Narcotic Officers Associations Conference

2024 Utah Narcotic Officers Associations Conference

The 2024 UNOA Conference will be held in Mesquite Nevada from August 6th-8th. The golf tournament will be held Monday August 5th, and a Banquet dinner August 8th. The conference will be at Casa Blanca casino.

Use code 1UNOA24 when you book your room at the Casa Blanca to receive the group rate. Per person single occupancy rate is \$62.00 + 12.5% room tax (\$7.75) + \$6.99 resort fee = TOTAL – \$76.74



Call with any questions

- UNOA Secretary, Debbie Findlay 801.540.4586



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- UNOA Secretary, Debbie Findlay 801.540.4586

Time	Event	Instructor	Location
Monday			
0630:	Golf Tournament Registration		Casablanca Golf Course
0700:	Shotgun Start		Casablanca Golf Course
?			
Time?	Registration		?
1800:	Golf Tournament Awards, Sponsor Recognition		Poolside
Time?	Dinner with UNOA Board		Restaurant
Tuesday			
0700:	Late Registration		
0800:	Keynote Speaker		Ballroom
*Colonel Jason T. Wilde Last Component Commander Utah Air National Guard			
1200:	<u>Lunch Break</u>		
1300	Utah Air National Guard Helicopter Rides (LEO Only)		National Guard
1700:	Cornhole Tournament Registration		Poolside
1800:	Cornhole Tournament Start		Poolside
1900:	Hospitality Room	Region I	Bungalow
Wednesday			
0800:	<u>Break out Classes</u>		
	Bus Interdiction	Michael Miller (Vincent)	Room
	Motorcycle Gangs	Instructor? (Vincent)	Room
	Kinesics-Interview/Interrogations 1 ^{of} 2	Jeff Jones	Room
	Fentanyl Overdose Investigations	Kelsey Young	Room
1200:	<u>Lunch Break</u>		

1300: Break out Classes

Small Airplane Interdiction	Instructor?	Room
Kinesics-Interview/Interrogations 2 ^{of} 2	Jeff Jones	Room
Agent Survival/Gunfight	Greg Peckinpaw	Room
Crypto Currency Investigations?	Damon Gergar	Room

1700? Out of State Representative Reception (includes UNOA reps) President's Suite

? Comedy Show Ralphie's Cousin Poolside?
1900: Hospitality Room Region II Bungalow

Thursday

0800: Break out Classes

Fido (Bring kit to refill)	Brian Holden	Room
Search Warrant Basics/Testifying	Kelsey Young	Room
Crypto Currency Investigations?	Damon Gergar	Room

1200: Lunch Break

1300: Break out Classes

Wire Tap Investigations	Kelsey Young	Room
Class Title?	Matt Gutwill	
Unknown?		

1800: Banquet Ballroom

Killed in the Line of Duty Tribute

Welcome

Awards

1900: Hospitality Room Region III Bungalow

Crypto class

Damon.gergar@chainalysis.com

Damon Gergar: Damon is a Senior Training Specialist with Chainalysis; the blockchain data platform. Prior to joining Chainalysis, Damon served as a Detective with the New York City Police Department (NYPD). During his 21 years of service, Damon worked in the Organized Crime Control Bureau's Vice Major Case Unit / Human Trafficking Task Force. Damon was the lead detective for all child sexual abuse material (CSAM) / internet traveler cases for over eight years. During his last four years of service, Damon worked as a Homeland Security Investigations (HSI) Task Force officer in the NYPD's Criminal Enterprise Investigative Section. He continued investigating child exploitation crimes, bulk cash smuggling cases out of NYC's airports, and assisting in numerous drug trafficking and money laundering investigations within his unit. Damon received his Bachelor's degree in Criminology from Indiana University of Pennsylvania, and his Master's Degree in Criminology & Deviance from John Jay College of Criminal Justice. Additionally, Damon was an adjunct professor at John Jay College of Criminal Justice from January 2015 through December 2021.

Bus Interdiction

Mike Miller Grand County Sheriff's Office K9 CJ

dmontgom@washeriff.net

Major Crimes Commander/Homeland Security Investigations TFO

I have been certified as a peace officer in the State of Utah since January 2023. I have been employed as a sworn deputy by the Grand County Sheriff's Office since February 2023. Since February 2023, I have been assigned as the Major Crimes Task Force Commander. Since January 2023, the Major Crimes Task Force has seized over 700 pounds of illegal narcotics.

From April 1992 to January 2023, I worked for the Mesa County Sheriff's Office in Colorado, as a Corrections Officer, Community Corrections Case Manager, Patrol Deputy and Narcotics Investigator. From 1992 to January 2023, I was assigned to the Western Colorado Drug Task Force as a narcotics investigator. My primary duties were conducting criminal interdiction on Colorado's intrastate system to include public transit such as Greyhound Bus and Amtrak trains.

During my career, I have been directly involved in 1200 cases resulting in the seizure of over 3500 pounds of "hard" narcotics such as methamphetamine, cocaine, and over 20,000 pounds of marijuana.

I have over 1,000 hours of training involving drug investigations and criminal interdiction. I also have over 300 hours teaching drug investigations and criminal interdiction to law enforcement officers throughout the United States.

During my law enforcement career, I have received the following awards: 1996 & 2001 Mesa County

Sheriff's Office Employee of the Year, 2005 Rocky Mountain HIDTA & DEA Interdiction Officer of the Year, 2006 Medal of Valor, 2008 & 2009 Rocky Mountain HIDTA Interdiction Officer of the Year, 2017

Colorado Drug Investigator of the Year & Rocky Mountain HIDTA Chairman's Award, 2019 Desert Snow's Relentless Award and two separate awards from the Department of Homeland Security for intercepting bulk cash (drug proceeds).

Team information:

Grand County Major Crimes Investigations

Homeland Security Investigations

"Safe Highways Interdiction Team"

Established 2021

Course outline:

- *Commercial Bus Interdiction
- *Developing Your Own Program
- * Techniques and Practical Application
- *Safety Techniques Utilized in Bus Interdiction
- *Methods of Concealment
- *Reports and Controlled Deliveries

BUSINESS LICENSES

Account No: 611 3768
 Business Activity: 611
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____

Price
Utah

BUSINESS LICENSE APPLICATION

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

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

Business Information				
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change				
Business Name (include DBA): <u>BND FIT LLC</u>				
If Name Change, list previous name:				
Business Address: <u>258 South 600 West</u>			Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>		
Business Telephone: <u>(435) 609-6742</u>	Business E-mail: <u>brandon.dadgari@gmail.com</u>	Business Fax:		
Mailing Address (if different):		City:	State:	Zip Code:
Property Owner's Name: <u>Brandon Dadgari</u>		Property Owner's Telephone: <u>(435) 609-6742</u>		
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>				
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation (complete below also) <input type="checkbox"/> Reciprocal <input checked="" type="checkbox"/> Home Occupation - Office Use Only <input type="checkbox"/> Home Occupation - Activity On Site <input type="checkbox"/> Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). <input type="checkbox"/> Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach				
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other				
Opening Date: <u>7/1/2024</u> Business Hours: From <u>—</u> To <u>—</u> <u>M T W TH F S SU</u> (please circle)				
Detailed Description of Business: <u>I am a certified personal trainer who provides workout and diet plans to online clients, as well as in person.</u>				
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>N/A (single member LLC) 528-93-1285</u>		Federal Tax I.D. No. (Include copy): <u>99-2455074</u>		
State License No. (Include copy): <u>13896649-0160</u>		State License Type:		
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.				
<input type="checkbox"/> Alcoholic Beverages		<input type="checkbox"/> Eating Establishment	<input type="checkbox"/> Amusement Center	
<input type="checkbox"/> Pawnbroker		<input type="checkbox"/> Sexually Oriented Business		