

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

City Council

WAYNE CLAUSING

RICK DAVIS

KATHY HANNA-SMITH

LAYNE MILLER

MILES NELSON

PUBLIC NOTICE OF MEETING

August 11, 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 08/13/2014. 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. CITIZEN CONCERN-Barry Atwood-Meads Wash
 6. COMMUNITY FORESTRY PARTNERSHIP GRANT PROGRAM 2014-15, Nancy Bentley volunteering to write grant; application due September 9 to Area Forester.
 7. RESOLUTION 2014-17 Consideration and possible adoption of Resolution 2014-17 amending Section XIII of the Personnel Policies and Procedures Manual to clarify compensation to employees that work on holidays.
 8. RESOLUTION 2014-18 Consideration and possible adoption of Resolution 2014-18 amending Section XVII of the Price City Personnel Policies and Procedures Manual regarding the Benefit Extension Program and other miscellaneous policies.
- CONSENT AGENDA
9. MINUTES
 - a. August 1, 2014 City Council Workshop
 - b. July 23, 2014 City Council Meeting
 10. IPA OVERPAYMENT REFUND PAYMENT. Consideration and possible approval for payment of the IPA refund to UAMPS to be placed in the Price City member account and distributed as required.
 11. I.T. DEPARTMENT-Authorization to approve the annual Software Maintenance & Support Agreement with Caselle, Inc. for unlimited telephone support on Caselle's Software.
 12. WAVE POOL- Authorization to waive the pool rental fee of \$330.18 for Carbon High School Student Government for their Welcome Week Pool Party on August 20, 2014 from 6-9 p.m.
 13. EASY PROGRAM REIMBURSEMENT. Consideration and possible approval of an EASY program reimbursement to Lil Touch of Bling, Karen Hillam, for tangible property improvements at 159 N 100 E.
 14. 1900 EAST PRICE PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)-Approval of Federal Aid Agreement for Local Agency Project for the construction of Phase I (36 feet of paved road surface extending through the Price Business and Industrial Park). Project cost: \$982,000; Federal Grant: \$885,000; City's required match: \$66,481. (Budgeted RDA)
 15. TENNIS COURT RECONSTRUCTION PROJECT-(11C-2014) Parkin Tennis Courts: Approval of final payment. Original Contract Amount: \$449,060.00. Change Order #1: \$10,471.00; Change Order

#2: 47,802.50; Change Order #3: 800.00; Final Contract Amount: \$508,133.50. Partial Payment #1: \$102,447.09, Partial Payment #2: \$261,314.64, Final Payment: \$144,371.78. Total Payments: \$508,133.50.

16. LOCAL CONSENT-Consideration and possible approval of local consent for a special event beer and wine permit for Notre Dame Church Oktoberfest celebration October 5th and 6th, 2014.
17. HEAT VENDOR CONTRACT-Authorization to approve the annual HEAT Vendor Contract for the Low Income Home Energy Assistance Program with the U.S. Department of Health and Human Services.
18. PRICE CITY POLICY AND PROCEDURES REGARDING PAYMENT OF UTILITY ACCOUNTS, DISCONNECTION AND RECONNECTION PROCEDURES: Authorization to approve a policy establishing procedures for collection of money on utility accounts including those that become delinquent.
19. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROG.-CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS
20. 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, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> August 11, 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.

RESOLUTION No. 2014-17

A RESOLUTION ADOPTING REVISIONS TO SECTION XIII:
EMPLOYMENT CLASSIFICATIONS AND COMPENSATION OF
THE PRICE CITY PERSONNEL POLICIES AND PROCEDURES
MANUAL

WHEREAS, Price City previously adopted its Personnel Policies and Procedures Manual (Manual) setting forth personnel policies for the use and benefit of Price City's management and staff; and

WHEREAS, the provisions of the Manual and the adopting resolution are severable and the Manual explicitly states that Price City has the right to change any of its policies and/or procedures at any time, for any reason; and

WHEREAS, Price City is desirous of clarifying its policy regarding planned and scheduled hours of work on Price City designated holidays and hours worked on those holiday because of emergency situations and adopting revisions to the current policy in Section XIII: Employment Classification and Compensation.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Price City Council as follows:

Section 1. Repeal of Subparagraph 10, "Overtime Pay", as contained in Section XIII: Employment Classification and Compensation of the Manual. Subparagraph 10, entitled "Overtime Pay", of Section XIII of the Manual is hereby repealed and shall be replaced with revised language as provided in Section 2 below.

Section 2. Adoption of Revised Subparagraph 10, "Overtime Pay", to be contained in Section XIII: Employment Classification and Compensation of the Manual. The revised subparagraph 10, as set forth in Attachment A, which is attached hereto and by this reference is made a part hereof, is hereby adopted and made part of Section XIII of the Manual.

All other terms and conditions of Section XIII of the Manual shall remain the same.

Section 3. Repealer: The provisions of any other Resolutions in conflict herewith are hereby repealed. Additionally any content of the Policies and Procedures Manual conflicting with this resolution is repealed.

Section 4. Severability: The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 5. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution takes effect immediately after its approval and adoption.

PASSED AND ADOPTED by the City Council of Price City,
State of Utah, this 13th day of August, 2014.

Price City, a Municipal Corporation

By: _____
Joe L. Piccolo, Mayor

Attest:

Laurie Tryon, City Recorder

SECTION XIII: EMPLOYMENT CLASSIFICATIONS AND COMPENSATION

1. **GENERAL POLICY** - Price Municipal Corporation will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Price Municipal Corporation will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.
2. **EMPLOYMENT CLASSIFICATIONS** - There are four classifications of employees within Price Municipal Corporation:
 - A. Full time - An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full time employees may or may not qualify for specific Price Municipal Corporation benefits.
 - B. Part-time - An employee hired for an indefinite period in a position for which the normal work schedule is less than forty (40) hours per week. Part-time employees may or may not qualify for specific Price Municipal Corporation benefits; except as may be required by specific federal, state or local laws.
 - C. Variable - An employee hired for a position which has indeterminable regular work hours over the employment period and may vary by season or budget availability.
 - D. Seasonal - An employee hired for a position which is required only for the summer or winter months. Seasonal employees do not qualify for Price Municipal Corporation benefits; except as may be required by specific federal, state, or local laws.
3. **EMPLOYMENT STATUS** - To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or nonexempt, with respect to eligibility for overtime payment. They shall be defined as:
 - A. Exempt - Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.
 - B. Nonexempt - Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

4. **WORK WEEK**

- A. Begins on Sunday at 12:01 a.m.
- B. Ends on Saturday evening at 12:00 p.m. (midnight).
- C. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments, as directed by the Mayor, or designee.
- D. For seasonal and temporary employees, as directed by the Mayor, or designee.

5. **WORK DAYS**

- A. Full-time employees normally work Monday through Friday, or as directed by the Mayor, or designee.
- B. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments, as directed by the Mayor, or designee.

6. **WORK HOURS**

- A. Full-time - As directed by the Mayor, or designee.
- B. Part-Time - As directed by the Mayor, or designee.
- C. Employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments, as directed by the Mayor, or designee.

7. **ATTENDANCE** - Employees shall be in attendance at their work stations during their scheduled working hours.

8. **BREAKS AND LUNCH PERIODS**

- A. Full-time
 - (1) Breaks - Two (2) optional twenty (20) minute paid breaks during a standard work day. Breaks cannot be used to extend the lunch period or shorten an employee’s work hours.
 - (2) Lunch - One (1) hour or less unpaid lunch period during a standard work day.
- B. Part-time - As directed by the Mayor, or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the Mayor, or designee, Department Head, or their supervisor, to ensure continuity in the flow of work.

- D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be paid for the extra time worked.
- E. Employees engaged in public safety activities, such as Police and Fire Departments, as directed by the Mayor, or designee.

9. COMPENSATORY TIME OFF

- A. Employees may receive compensatory also known as “comp time” off in lieu of overtime pay at Price Municipal Corporation’s discretion. The Mayor, or designee, reserves the right to schedule when an employee’s accrued compensatory time will be used. Written employee requests, to use their accumulated compensation time during specific dates and times, must be approved by the Mayor, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Price Municipal Corporation.
- B. The law requires that after non-exempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:
 - (1) For employees engaged in “public safety” activities, such as Law Enforcement and Fire Protection Departments with five (5) or more employees; not more than forty (40) hours of compensatory time off may accrue.
 - (2) For employees not engaged in “public safety” activities; not more than eighty (80) hours of compensatory time off may accrue.
- C. Compensation time off will be accumulated at the overtime rate of one and one-half (1.5) hours for each hour of overtime worked.

10. OVERTIME PAY

- A. Overtime pay applies to those hours worked in excess of the forty (40) hours worked in a regular work week, and shall be compensated at the rate of one and one-half (1.5) the regular hourly rate of the employee.
- B. If vacation, sick, or comp time are used, the employee must work forty (40) hours over and above those hours before overtime will be paid.
- C. Hours taken for Price City designated holidays, including personal choice holidays, will count as weekly hours worked.
- D. If an employee works on a recognized Price City holiday or any portion of the holiday because of an emergency or unplanned situation, he/she will receive holiday pay plus time and one-half pay for the time worked in excess of forty (40) hours worked for that week. This does not apply to employees engaged in public safety activities such as Law Enforcement

and Firefighters

- E. An employee who works a holiday or any portion of a holiday because of planned and scheduled job requirements, planned and scheduled events or predetermined situations will receive regular rate of pay for work on that holiday and will take the holiday or predetermined portion of that holiday on an alternative date with approval of the Mayor or designee.
 - F. Overtime shall be approved by the Mayor, or designee, in writing, before worked, except for “public safety” activities, such as Law Enforcement Officers and Firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
 - (1) “Public safety” activities, such as Law Enforcement Officers and Firefighters, may work overtime without prior authorization only in emergency situations.
 - (2) “Public safety” activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible of the overtime worked.
11. **TIME SHEETS OR DAILY LOGS** - Employees will complete and sign, as verification of accuracy, an Employee Time Sheet or Daily Log verifying hours worked, including sick and vacation leave used, comp time and overtime accrued.
- Time cards will be signed and dated by the employee and forwarded to the immediate supervisor or Department Head for review and approval; the Department Head will review/approve and forward same in a timely manner to the Payroll Department on the first working day after the end of the just completed pay period.
- A. Employees will punch out when leaving their assigned work area for personal or non-City related business and punch back in when they return to work. Any exceptions to this policy require prior approval of the immediate supervisor or Department Head.
 - B. Punching of another employee’s time slip or falsifying time worked is grounds for immediate termination.
 - C. Employees will punch out at lunchtime and back in at the end of lunch where possible. If no time clock is available, time should be written in on the time slip and verified by the supervisor.
12. **CALL-OUT PAY** – There are certain departments within Price Municipal Corporation that because of their very nature the employees thereof must be on call at all times for emergency situations. Because of this, employees may be

assigned, from time to time to carry beepers or cellular phones so they may be contacted quickly in cases of emergencies. The Fair Labor Standards Act has ruled that employees carrying beepers/cell phones do not have to be paid for the time spent on-call. They may be reimbursed a nominal amount if so desired by Price Municipal Corporation.

Price Municipal Corporation believes it is important to provide the best service possible to its citizens. Therefore, to encourage such service, beepers and/or cell phones will be provided to employees in these departments where emergency services may be necessary 24 hours, seven days per week.

An employee assigned by his/her supervisor to carry a beeper/cell phone for a one week period will be compensated at the rate of \$25 per week. This may be prorated if the employee carries the beeper/cell phone less than a full week. The employee will be required to stay in the general Price City area so that he/she may respond in a timely manner. In some departments the employee may also have a Price City vehicle assigned to him/her to further help reduce response time on emergency call-outs.

An employee who is called out on an emergency basis, beyond that employee's normal work hours, will be paid a minimum of 2 hours of regular pay for responding to the call. If the emergency requires the attention of that employee for more than 2 hours, the employee will be paid by the hour for time worked, at the rate of time and one-half, if more than 40 hours have already been accrued for the current work week. If the same employee is called back to the same emergency and it is still within the original 2 hours then only two hours of regular pay will be paid. As much as is reasonably possible, the pagers/cell phones for emergency call outs will be assigned on a rotating basis by the supervisor over the department.

13. **PAY DIFFERENTIAL** – Full-time permanent personnel who are working routine scheduled shifts, where at least four hours fall between the time periods of 10:00PM through 5:00AM shall be given a pay differential of 30 cents an hour for their entire shift worked.

RESOLUTION NO. 2014-18

A RESOLUTION AMENDING SECTION XVII
OF THE PRICE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, Price City previously adopted its Personnel Policies and Procedures Manual (Manual) setting forth personnel policies for the use and benefit of Price City's management and staff; and

WHEREAS, the provisions of the Manual and the adopting resolution are severable and the Manual explicitly states that Price City has the right to change any of its policies and/or procedures at any time, for any reason; and

WHEREAS, Price City is desirous of amending Section XVII of the Manual entitled Benefits, for the following purposes:

1. To establish that early retirees qualifying for the Benefit Extension Program will participate in premium costs at the same percentage as active employees;
2. To establish expectation and consequence for failure to timely pay employee portion of employee benefits;
3. To discontinue payment of clothing allowances for employees on extended leave, when uniforms are not being worn or worn out; and
4. To make other miscellaneous changes to clarify policy and policy intent; and

WHEREAS, Price City desires to provide employee benefits that are legally compliant, financially prudent and marketplace competitive in order to recruit and retain quality employees, and be competitive in the full-time employee marketplace.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Price City Council as follows:

Section 1. Adopt Section XVII: Benefits as constituted in Attachment A and which is attached hereto in its entirety and is hereby adopted.

Section 2. Repealer: Former Section XVII: Benefits, is hereby specifically repealed and the provisions of any other Price City ordinances or resolutions in conflict herewith are hereby repealed. Additionally if any other content of the Manual is deemed to conflict with the language revision adopted in this Resolution, this Resolution shall prevail.

Section 3. Severability: The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 4. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution takes effect immediately after its approval and adoption.

PASSED AND ADOPTED (Resolution 2014-18) by the City Council of Price City, State of Utah, this 13th day of August, 2014.

Price City, a Municipal Corporation

By: _____
Joe L. Piccolo, Mayor

Attest

Laurie Tryon, City Recorder

SECTION XVII: BENEFITS

1. WORKER COMPENSATION INSURANCE

- A. All employees are covered by worker compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the worker compensation insurance contract on file with the Mayor, or designee.
- B. Employees may not use accrued vacation or sick leave while in receipt of worker compensation benefits.
- C. Medical Attention - Employees who sustain bona fide, on-the-job injuries will receive initial treatment from the medical provider designated by Price Municipal Corporation. In exceptional cases approved by the Mayor, or designee an employee may seek medical attention from the medical facilities of their choice for on-the-job injuries. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report shall be submitted within the required time period to the insurance carrier, the Industrial Commission, and to the injured workers. (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.)
- D. Initial Reporting of Illness or Injury - Reporting the accident or illness is critical to qualification for payment under workers compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the immediate supervisor, Department Head, Mayor, or designee immediately. After the accident and injury form is completed appropriate reporting must be made to the insurance carrier and to the Industrial Commission.
- E. Reporting While Off the Job - While on leave because of a bone fide, on-the-job injury or illness, an employee must contact, per an agreed schedule, the Mayor or designee, to report on his/her condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. False and Fraudulent Claims – Employees who falsify injury reports and or make false or fraudulent workers compensation claims will be subject to disciplinary action that may include but not be limited to termination of employment, suspension, loss of workers compensation benefits, and/or which may result in criminal investigation and potential criminal charges.

G. Modified Transitional Duty – Modified duty is considered by Price City to be an essential component of the physical and emotional recovery of an employee injured on the job, but is temporary in nature. All employees on Workers Compensation benefits are eligible for modified transitional duty based on limitations provided by medical professionals. Modified transitional duty is not available for injuries incurred and illness contracted off-the-job and not covered by workers compensation benefits. The sick leave benefit is intended to provide income during non-occupational short and long term illness and injury. Sick leave cannot be used for workplace injuries and illnesses. The decision to provide modified transitional duties and the content of those duties will be at the sole discretion of Price City as represented by the Mayor or designee and the Department Head of the injured employee or designee. Transitional assignments should not be longer than 8 weeks unless there are mitigating circumstances which the Mayor or designee deems to require a longer physical transition. Employees must accept transitional duties as offered except in cases that conflict with medical diagnosis and limitations written by the attending medical professional.

H. Return to Service - All employees must return to work after receiving approval of the attending physician to do so. This includes modified transitional duties and normal regular duties. A signed and dated statement from the attending physician stating the employee is able to return to work with restrictions or resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work on modified duty status may be required to work in a different department and perform duties not contained within his/her current job classification.

2. **SOCIAL SECURITY/FICA** - All employees whether full time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employees and Price Municipal Corporation will be made in accordance with the provision of the law.

3. **INSURANCE**

A. Medical Health Insurance - It is the policy of Price Municipal Corporation to participate in the cost of health insurance for:

- (1) Each individual full time employee; or
- (2) Each individual full time employee and a part of his/her family; or
- (3) Each individual full time employee and all of his/her family.

- (4) Each individual employee and part or all of his/her family as may be mandated by federal, state, or local laws.
- B. Other insurance products may be provided as part of a portfolio of health and welfare benefits as approved by the City Council.
- C. Eligibility, effective dates, and waiting periods shall be determined and maintained as contracted with benefit providers and approved by the City Council.
- D. Insurance Termination, Transition, and Conversion
- (1) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons that fail to pay any required premiums or portions of premiums or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy
- (2) Termination - When an employee is terminated from employment with Price Municipal Corporation, the City will cease making contributions to the employee's insurance plans.
- (3) Transition - As allowed by insurance carrier policies and in harmony with applicable law and Price City policies arrangements may be made with the Mayor, or designee, for the employee to pay the full and complete cost of premiums required to maintain insurance coverage for the employee. Insurance policies may be converted to individual policies on termination in accordance with the terms of the various group policies. Arrangements for conversion should be made directly by the individual employee.
- (4) Conversion
- (a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available to qualifying employees as provided therein and by any subsequent amendments thereto. Employees may have the right to continue to participate in a COBRA program for up to eighteen (18) or more months as applicable, subject to current state and federal law and at the employee's sole expense.
- (b) Eligible dependents may also extend coverage, at their expense, when that dependent ceases to be eligible for coverage as a dependent under the terms of the plan, as required by current state and federal law.

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Personnel Policies and Procedures Manual
Price Municipal Corporation

4. **UNEMPLOYMENT** - All employees whether regular, part-time, or temporary are covered by the benefits of unemployment as applicable.

5. **EDUCATIONAL ASSISTANCE**

A. **DEFINITION** - An “outside educational course” that qualifies for educational reimbursement is defined as any voluntary course of study taken outside the normal work shift which is directly related to an employee’s work at Price Municipal Corporation and which will ultimately improve the employee’s effectiveness on the job, but which is not a requirement for the job.

B. **POLICY** - The City’s Education Reimbursement Program provides reimbursement for the cost of books and tuition, incurred by all regular full-time employees who take an outside educational course providing the following conditions are met:

- (1) In order to be approved, all courses taken must be either related to the employee’s present job or are being taken to fulfill the requirements of an undergraduate degree, as long as the degree itself is related to the employee’s job. The course must be offered and delivered by an accredited college or university.
- (2) Approval of reimbursement must be obtained from the employee’s supervisor, Department Head, and the Mayor and City Council.
- (3) The course must be successfully completed with a verified passing grade prior to reimbursement by Price Municipal Corporation. Reimbursement will be made according to the following schedule:
 - (a) 100% with the passing grade of “A”
 - (b) 75% with the passing grade of “B”
 - (c) 50% with the passing grade of “C”
- (4) If an employee is taking courses that meet the requirements as described above and the employee is receiving payment from other sources for the same course work, the extent of the City’s obligation is the difference between the employee’s payment from other sources and the amount the City would pay pursuant to this policy. If the payment from other sources covers the full cost or more of the course work, the employee will not be reimbursed by Price Municipal Corporation. The cost of courses may vary greatly from one institution to another. If the same course is being offered at more than one institution, any difference in course costs, along with the reputation of the schools should be considered. If it

does not impose an undue hardship upon the employee to take a course where the class is less expensive, every effort should be made to do so. Any exception to this policy requires the approval of the Department Head and the Mayor, or designee.

C. PROCEDURE

- (1) Employees must complete a Request for Educational Reimbursement and forward same to their supervisors and Department Head.
- (2) The Department Heads shall approve or deny the request and present it for approval by the Mayor and City Council.
- (3) Following approval or rejection of the request, the request form should be maintained by the Department Head.
- (4) A copy of the request form should then be distributed to the employee with notification of approval, or rejection noted thereon.
- (5) Upon completion of the approved course the employee shall submit to the Department Head certification of the grades received and all receipts for books purchased.
- (6) The Department Head shall attach the grade certification to the Request for Educational Reimbursement form which are then filed in the employees' personnel files as permanent record.
- (7) The Department Head shall submit reimbursement check requests, with receipts, to the Finance Department.
- (8) All checks issued for Educational Reimbursement are to be given to the Department Head for delivery to the employee.
- (9) To be eligible the employee must have worked for Price Municipal Corporation for at least one year full-time.
- (10) Educational reimbursements will be subject to budget constraints and limitations.

6. **CLOTHING ALLOWANCE** – All City employees required to wear a uniform, as determined by the Mayor, or designee, shall receive a regular clothing allowance or uniforms will be provided and maintained by Price Municipal Corporation. The amount and type of allowance shall be determined annually as part of the budget process. Clothing allowances will not be paid for periods of

extended absence such as military, illness and other leave during which absence the employee does not wear a Price City uniform.

Full-time employees of Price Municipal Corporation required to wear steel toed safety shoes will be reimbursed in an amount not to exceed \$100 per year for one pair of safety shoes. Temporary employees required to wear steel toed safety shoes will be reimbursed the sum of not more than \$65 per year. However, if said pair of shoes is damaged in the year of purchase, while working for Price City, to the extent that the shoes are unsafe or unusable, Price City shall reimburse said employee an additional sum not to exceed \$100 for full-time regular employees and \$65 for temporary employees.

Reimbursement shall be made upon presenting satisfactory evidence of purchase to the Department Head.

7. **RETIREMENT SYSTEM** - Price City participates in the Utah State Retirement System (URS). Eligibility and contribution rates are established by the Utah legislature. Only the City Council is authorized to establish additional or different retirement benefits. Additional details are available from the Mayor, or designee.

8. **BENEFIT EXTENSION PROGRAM**

- A. Employees who terminate gainful employment with Price Municipal Corporation and have accumulated at least ten (10) years of service, and whose reason for leaving City employment is retirement after age 62, shall be allowed to participate in the Benefit Extension Program, by paying the entire and total premium and cost, for all medical and dental insurance coverage, as provided by Price Municipal Corporation's benefit policy then actively in force, subject to the following conditions:

- (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.
- (2) In the event that any former employee who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in paragraph A above and subsequently secures employment which offers medical and/or dental insurance coverage for that former employee and his/her dependents, participation and eligibility in the Price Municipal Corporation's Benefit Extension Program by that same employee shall cease and terminate with respect to medical and/or dental insurance coverage.
- (3) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons who fail to

pay the total premium or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy. Otherwise, such eligible persons may continue receiving their benefits indefinitely, as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.

- (4) Participation in the medical and dental insurance coverage can continue until the former employee or eligible dependent(s) qualify for Medicare, reach age 65, or become ineligible. After qualifying for Medicare, reaching age 65, or becoming ineligible the former employee and or dependent(s) cannot continue receiving the medical and dental insurance. They can, however, participate therein by paying the total and complete cost of a Price City Group Medicare Supplement policy if allowed by the policy provider.

B. Employees who terminate employment with Price Municipal Corporation, have accumulated at least twenty (20) years of service, and whose reasons for leaving City employment are retirement after age 62, shall be allowed to continue to participate, in all group medical and dental insurance coverage as allowed by Price Municipal Corporation's benefit policy then actively in force according to the same terms, conditions and cost-sharing applicable to active employees. Such eligible persons may continue receiving their benefits indefinitely, subject to the following:

- (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.
- (2) In the event that any former employee who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in Paragraph A above and subsequently secures employment which offers medical and/or dental insurance coverage for the former employee and his/her dependents, participation and eligibility in the Price Municipal Corporation's Benefit Extension Program by that same former employee shall cease and terminate, and the City shall then be under no further obligation to provide or participate in medical and/or dental insurance coverage to or for the former employee and his/her dependents.
- (3) Continued participation is conditional upon timely payment of all required participation amounts to Price Municipal Corporation or the insurance carrier on or before the due dates established for said premiums. Persons who fail to pay the required premiums or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy. Otherwise, such eligible

persons may continue receiving their benefits until eligibility ceases; as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.

- (4) Participation in the medical and/or dental insurance coverage can continue until the former employee or eligible dependent(s) qualify for Medicare, reach age 65, or become ineligible. After qualifying for Medicare, reaching age 65, or becoming ineligible the former employee and or dependent(s) cannot continue receiving the group medical and dental insurance benefits. However, a Medicare Supplement Policy will be provided up to a cost of \$300.00 per month per eligible former employee or eligible dependent(s).
- C. The provisions of this Benefit Extension Program, as set forth herein, shall apply only to eligible employees and their eligible dependents at the time of employment separation for reasons of retirement, or disability, and as outlined above. Cessation of a dependent relationship, as defined by US Tax Code, shall also end the eligibility of those dependents under this Benefit Extension Program.
- D. The provisions of the Benefit Extension Program, as set forth herein, shall apply to all employees retiring or leaving the City's employment as referenced above on or after September 1, 1984.
- E. The Benefit Extension Program shall not be offered or available to those employees hired on or after July 1, 1997. Such employees, however, shall be allowed to participate in the Benefit Extension Program, at full and total cost to the employee, subject to the same terms and conditions set forth above.

The Price City Council may, from time to time, change, amend or waive any provisions of the Benefit Extension Program.

Minutes of the Special Price City Council Workshop
City Hall: Room 106
August 1, 2014- 7 a.m.

Present:

Mayor Joe Piccolo

Councilmembers:

Rick Davis	Bret Cammans
Wayne Clausing	John Daniels
Miles Nelson	
Layne Miller	

Present: Richard Tatton

Excused: Councilmember Hanna-Smith

The Council met and discussed the following items:

1. PRWID Update by Richard Tatton
2. International Days Report
3. Social Media Page Development
4. Trip and Fall at Park-International Days
5. Golf Tournament Report
6. Policy Changes-Early Retirees Benefits and Uniform Allowance Change
7. Overtime for Emergency Call Out
8. Facility Maintenance
9. ULGT Luncheon
10. Bank Fees

Meeting adjourned at 9 a.m.

APPROVED:

Joe L. Piccolo, Mayor

ATTEST:

Laurie Tryon, City Recorder

Present:

Mayor Piccolo

Councilmembers:

Miles Nelson

Kathy Hanna-Smith

Layne Miller

Wayne Clausing

Gary Sonntag, Public Works Director

Nick Sampinos, City Attorney

Kevin Drolc, Police Chief

John Daniels, Human Resource Director

Laurie Tryon, City Recorder

Nick Tatton-Community Director

Lisa Richens-Finance Director

Excused Absence: Councilmember Davis, Bret Cammans-Customer Service Director

Present: Jeanne and Grady McEvoy, Nicole Steele, Scottie Draper and Jill Emerson

MOTION. Councilmember Nelson moved to have Councilmember Hanna-Smith serve as Mayor Protempore in the absence of Mayor Piccolo. Motion seconded by Councilmember Clausing and carried.

Mayor Protempore Hanna-Smith 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- No public comment was received.
2. COUNCILMEMBERS REPORT-The Councilmembers presented an update on the activities and functions in which they have participated.
3. RESOLUTION 2014-15. Renewable Rate Table-Consideration and possible approval of an updated renewal energy rate table based on transmission rate increases by Pacificcorp.

MOTION. Councilmember Clausing moved to approve Resolution 2014-15. Motion seconded by Councilmember Nelson and carried.

4. RESOLUTION 2014-16. Establishing a policy for City baseball field and property, maintenance, operation and facility use.

Gary Sonntag, Public Works Director stated that this policy has come from months of planning and communication with baseball field users. Nicole Steele, Secretary of the Cal Ripken Baseball Organization, stated that she had a few concerns with some of the wording in the proposed policy. She requested further review of the following sections: page 2, C2 last sentence has wording that, in her opinion is too strong and section 4 under C also has wording that seems too strong and page 3 #8, regarding sweeping the street and parking lot, is something she doesn't believe the baseball groups should have to do. Mrs. Steele stated that the application also has a section on page 7 regarding the estimate of vehicles parking for the games which she would like to see deleted or changed.

Gary Sonntag asked that the resolution be tabled so that he can review the items of

concern. He stated he will bring it back to the City Council for approval. Mr. Sonntag stated that he would set a year end meeting between the baseball groups and the City to make sure everything is in order. **MOTION**. Councilmember Nelson moved to table Resolution 2014-16. Motion seconded by Councilmember Miller and carried.

PLANNING AND ZONING COMMISSION-Nick Tatton reported that the Planning and Zoning Commission gave a favorable recommendation on the applications for a Conditional Use Permit as follows:

5. Conditional Use Permit
 - a. 45TH PARALLEL WELDING AND FABRICATION-717 So. Nick Lane-Final with conditions set by the Planning and Zoning Commission. **MOTION**. Councilmember Miller moved to approve a Conditional Use Permit and Business License for 45th Parallel Welding and Fabrication. Motion seconded by Councilmember Clausing and carried.
 - b. RAMADA INN-838 Westwood Blvd.-Sign Approval-Final with conditions set by the Planning and Zoning Commission. **MOTION**. Councilmember Miller moved to approve a Sign Final Conditional Use Permit for the Ramada Inn. Motion seconded by Councilmember Nelson and carried.

CONSENT AGENDA-Councilmember Clausing moved to approve consent agenda items 6 through 9. Motion seconded by Councilmember Miller and carried.

6. City Council Meeting- July 9, 2014
7. BUSINESS LICENSES- Authorization to approve the following business licenses: Wrap Sheet-688 Birch Circle (HOB), Batwood Creations, LLC.-317 N. 600 E. (HOB), C and T Drive Train-540 So. Hwy 55, American Fire Equipment Sales and Service-(Reciprocal) and Metal Works-600 So. Nick Lane.
8. 1900 EAST UTILITY INSTALLATION (Project 1C-2014)-Jones and DeMille Engineering. Approval of Addendum to General Services Agreement for Construction Engineering Services for \$45,000.00. (Budgeted RDA/CIB).
9. TRAVEL REQUEST:
Bret Cammans- Caselle Annual Conference-Oct. 13-17, Phoenix, AZ.
10. WATER RESOURCES-Update by Gary Sonntag
 - Scofield Reservoir-releases have slowed down. The reservoir is 32.5% full.
11. COMMUNITY PROGRESS/CULTURE CONNECTION-Update by Councilmember Hanna-Smith
 - Community Progress- 2nd round of Yard of the Month starting soon.
 - Culture Connection-Peace Gardens events are going well.

12. INTERNATIONAL DAYS-Update by Councilmember Miller
 - Begins July 24th

13. UNFINISHED BUSINESS
 - a. Recycling

The regular City Council meeting adjourned at 6:06 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

Kathy Hanna-Smith, Mayor Protempore

Laurie Tryon, City Recorder

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



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

UTAH'S CASTLE COUNTRY!!

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

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 7-21-14	Submitting Department: Community Development
Meeting Date: 8-9-14	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: IPA Overpayment	

Subject:	Overpayment refund received by Price City.
Purpose Statement:	Approval of payment of the refund received.
Background &/or Alternatives:	<p>Several months ago Price City received an refund for the overpayment of power associated with IPA power resource in the amount of \$155,117. Price City is the contractual party to the power with IPA and as such received the refund from the operating agent, Los Angeles Department of Water and Power during a routing “true-up” of the power deliveries. Price City did not take the power to load and therefore did not overpay and become the proper recipient of the refund. Price City needs to authorize and pay the refund to UAMPS, the agent that administers the Excess Power Sales Agreements (ESPA’s). In the short term the refunded money will be held in our member margin account at UAMPS until such time as any distributions to the entities that actually used the power and paid for it may be made.</p> <p>The payment will most likely be billed on our August 2014 statement from UAMPS that will be received the 1st week of September 2014.</p> <p>This transaction has been reviewed by IPA staff, counsel and accounting, UAMPS staff, counsel and accounting.</p>
Attachments:	None.
Fiscal Impact:	None. Price City has held the refund since receiving it.
Staff Impact:	None beyond existing duties.
Legal Review:	None.
Recommendation:	It is the recommendation of staff that the payment of the overpayment refund be authorized.
Suggested Motion(s):	1. Move to authorize the payment of the IPA energy overpayment refund to UAMPS to be held in the Price City member margin account.
Other Comments:	None.

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
(SOFTWARE ASSURANCE)**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

PRICE CITY
185 E. Main
PO Box 893
Price, UT 84501

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$2,280.00 monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Caselle, Inc.

Dollars and shall not be considered received until Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of

this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

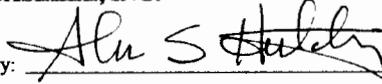
(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: 

Name & Title: Alan S. Hutchings, President

Date: August 6, 2014

PRICE CITY

By: _____

Name: _____

Title: _____

Date: _____



Laurie Tryon <lauriet@priceutah.net>

Fwd: chs student government pool party

1 message

Tamara Gray <tamarag@priceutah.net>
To: Laurie Tryon <lauriet@priceutah.net>

Wed, Jul 30, 2014 at 1:50 PM

This was from the high school to put on the agenda to waive the fee for the pool..

Thanks,
Tamara

----- Forwarded message -----

From: **Tamara Gray** <tamarag@priceutah.net>
Date: Wed, Jul 23, 2014 at 12:46 PM
Subject: Fwd: chs student government pool party
To: Bret Cammans <Bretc@priceutah.net>

Bret,
Call me and let me know your thoughts on this:)

Thanks,
Tamara

----- Forwarded message -----

From: **Anderson Madison** <andersonm@m.carbonschools.org>
Date: Wed, Jul 23, 2014 at 12:42 PM
Subject: chs student government pool party
To: tamarag@priceutah.net

Hi this is Madison Anderson, junior historian for CHS student government. We are wanting to host a pool party at the price city wave pool for welcome week. We have a reservation for August 20, 2014 from 6 P.M. to 9 P.M. The fee of the pool party is \$330.18. We feel that price city could possibly waive the fee because the entire CHS student body is invited, and we want to include everybody. We feel that it is a great activity for the student body at CHS.

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



Price City

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LAYNE MILLER
MILES NELSON

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 7-29-14	Submitting Department: Community Development
Meeting Date: 8-13-14	Department Director: Nick Tatton
	Presenter: Nick Tatton

Subject:	EASY Program Reimbursement
Purpose Statement:	The EASY program supports improvements to the physical condition of commercial property within Price City.
Background &/or Alternatives:	The EASY program provides a 25% reimbursement, up to a total of \$2,000 for qualified commercial property investment incentives.
Attachments:	Copy of EASY program flyer, copy of applicant request.
Fiscal Impact:	\$2,000.00 from program budgeted funds, account # 10-48-560.
Staff Impact:	None additional.
Legal Review:	None.
Recommendation:	It is the recommendation of staff to authorize the reimbursement per the EASY program and authorize staff to remit the reimbursement in the net amount of \$2,000.00 to the applicant.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize reimbursement from the EASY program to Kara Hillam for tangible commercial property repairs and upgrades at 159 N 100 E. 2. Move to authorize staff to prepare and deliver reimbursement in the amount of \$2,000.00 to Ms. Hillam consistent with the EASY program.
Other Comments:	

PRICE MUNICIPAL CORPORATION

EASY

Economic Investment Incentive Grants

Economic

Activity

Security

Price City Y

*Price City...A friendly,
progressive community.*

PRICE MUNICIPAL CORPORATION

185 East Main Street
P.O. Box 893
Price, Utah 84501
www.pricecityutah.com

Phone: 435.636.3184
Fax: 435.637.2905
Email: nickt@priceutah.net



The **Price City Economic Activity Security Price City (EASY)** fund can be your ticket to business improvement. **EASY** may reimburse eligible and qualified improvement project up to 25% of project costs to a maximum of \$2,000 per project. Eligible projects include: tangible property improvements, utility extensions and upgrades, infrastructure improvements and construction/building permitting costs. Project location must be within incorporated Price City and applicant must have a current Price City business license.

- Consultation with Price City Economic Development
- Application submitted to Price City Economic Development
- Payment of Application fee - 10% of requested funds or \$25
- Submit project documentation including proof of project and payment
- Receive project reimbursement grant funds
- It's **EASY**



EASY

Project Application

Section 1. Program Requirements

Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
Business License current with Price City. Attach copy of business license.
Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

Section 2. Improvement Project Description

Provide a summary of the specific improvements to property EASY funds are being applied for

Remodel basement by delecting walls, sheetrock, mud tape, paint, Run new electrical wiring and put in all new light fixtures.

Section 3. Project Budget

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
Remodel for New Addition to business.	10,000	Construction, new fixtures, supplies, merchandise
TOTAL		

Section 4. Signature

Kavira Hillam
Printed Name and Signature of Applicant Requesting Funds

7-1-14
Date

Section 5. Administrative Processing

Price City Economic Development staff review of application
Price City Economic Development staff site visit to project
Reimbursement Approval date

✓ not
✓ not
Est 8-13-14

KIDS BLING BOUTIQUE - PROPERTY IMPROVEMENTS AND EXPANSION

NAME:		DATE	AMOUNT
Advance Display	Store Displays	1/22/2014	\$2,304.43
Patrick Oviatt	Bling Store Remodel	1/29/2014	\$275.50
Landon Brewer	Bling Store Remodel	1/24/2014	\$125.00
Jacob Salazar	Bling Store Remodel	1/27/2014	\$30.00
Jason Olsen	Bling Store Remodel	1/27/2014	\$95.00
Hernon Nunez	Bling Store Remodel	1/27/2014	\$220.00
Joy Fieldsted	Bling Store Remodel	1/31/2014	\$600.00
Tony Alford	Install Lights for Remodel	2/3/2014	\$150.00
Hernon Nunez	Built & Install Glass Cabinet	2/7/2014	\$60.00
Hernon Nunez	Paint Outside of Bling Store	2/14/2014	\$360.00
Hernon Nunez	Bling Store Remodel	2/27/2014	\$155.00
Patrick Oviatt	Bling Store Remodel	3/4/2014	\$50.00
Jacob Salazar	Paint the Bling Store	3/10/2014	\$170.00
Sign Edge	Install Window and Door Letters	3/17/2014	\$1,596.23
Family Maid	Store Displays	3/17/2014	\$141.00
Advance Display	Store Displays	6/2/2014	\$28.02
Nelco, Inc.	Landscaping	6/14/2014	\$531.55
Modern Display	Store Displays	6/21/2014	\$91.46
Modern Display	Store Displays	6/21/2014	\$509.76
Advance Display	Store Displays	6/26/2014	\$804.33
The Home Depot	Lights for Kids Bling Store	6/23/2014	\$253.83
Sutherlands	Landscaping	6/2/2014	\$286.99
Codale	Repair and Maintenance	7/1/2014	\$70.11
Advance Display	Store Displays	7/10/2014	\$96.56
Office Etc.	Kids Bling Remodel	7/23/2014	\$370.80
Advance Display	Store Displays	7/25/2014	\$535.47
Jesus Riojas	Kids Bling Store Construction	5/30/2014	\$227.82
Jesus Riojas	Kids Bling Store Construction	6/6/2014	\$272.44
Jesus Riojas	Kids Bling Store Construction	6/13/2014	\$277.05
Jesus Riojas	Kids Bling Store Construction	6/20/2014	\$444.40
Jesus Riojas	Kids Bling Store Construction	6/27/2014	\$207.79
Jesus Riojas	Kids Bling Store Construction	6/27/2014	\$258.58
Jesus Riojas	Kids Bling Store Construction	7/3/2014	\$512.84
Jesus Riojas	Kids Bling Store Construction	7/11/2014	\$256.28
Jesus Riojas	Kids Bling Store Construction	7/18/2014	\$189.32
			\$12,557.56

Jesus Rights July 2014

Day	Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8	10:00-5:00							
8 3 1/2	10:30-2:00							
9	7:30-4:30							

kid blind
Cynthia

20.5 hrs.
Bling

Jesus A. Riojas
 1101 South Carbon Ave
 #77
 Price
 UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	20.50	10.00	205.00	2,834.20
Overtime Pay	-	15.00	0.00	75.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	14.74
Social Security	12.71	180.37
Medicare	2.97	42.18
UT Income Tax	0.00	25.39

Labor Finders
 159 North 100 East
 Price
 UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
 07/07/2014 - 07/13/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
 07/18/2014

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$205.00	\$2,909.20
Taxes	\$15.68	\$262.68
Deductions	\$0.00	\$0.00

MEMO:

NET PAY: \$189.32



Kids Bling Construction

Date	6/30 MON	7/1 TUES	7/2 WED	7/3 THURS	7/4 FRI	7/5 SAT	7/6 SUN	Regular Hours	OT Hours	Weekly Total
NAME <i>Josias</i>										
Clock in	<i>8:00</i>	<i>7:00</i>								
Out for lunch										
In from lunch										
Clock out	<i>4:00</i>	<i>5:30</i>								
	<i>8</i>	<i>10 1/2</i>								

Please fax to 435-637-1608 each Monday

Supervisor Signature _____

Date	Job	Hours

Diana 435-630-3878

Labor Finders Intermountain, Inc.

3130

Jesus A. Riojas
 1101 South Carbon Ave
 #77
 Price
 UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	18.50	15.00	277.50	2,629.20
Overtime Pay	-	22.50	0.00	75.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	14.74
Social Security	17.20	167.66
Medicare	4.02	39.21
UT Income Tax	0.00	25.39

Labor Finders
 159 North 100 East
 Price
 UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
 06/30/2014 - 07/06/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
 07/11/2014

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$277.50	\$2,704.20
Taxes	\$21.22	\$247.00
Deductions	\$0.00	\$0.00

NET PAY: \$256.28

MEMO:





Kids Bling Construction

Date NAME	6/23 MON	6/24 TUES	6/25 WED	6/26 THURS	6/27 FRI	6/28 SAT	6/27 SUN	Regular Hours	OT Hours	Weekly Total
Jesus Riojas										
Clock in			10:00							
Out for lunch										
In from lunch										
Clock out			5:00							
										7

Kara

PR

Please fax to 435-637-1608 each Monday

Supervisor Signature _____

Date	Job	Hours

Diana 435-630-3878

Jesus A. Riojas
 1101 South Carbon Ave
 #77
 Price
 UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	39.00	15.00	585.00	2,351.70
Overtime Pay	-	22.50	0.00	75.00

*Advanced shoring
 li'l touch of bling*

Labor Finders
 159 North 100 East
 Price
 UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	11.87	14.74
Social Security	36.27	150.46
Medicare	8.49	35.19
UT Income Tax	15.53	25.39

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
 06/23/2014 - 06/29/2014

Pay Date
 07/03/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$585.00	\$2,426.70
Taxes	\$72.16	\$225.78
Deductions	\$0.00	\$0.00

NET PAY: \$512.84



*Kids Bling
Construction*

	6/16	6/17	6/18	6/19	6/20	6/21	6/22	Regular Hours	OT Hours	Weekly Total
Date	6/23 MON	6/24 TUES	6/25 WED	6/26 THURS	6/27 FRI	6/28 SAT	6/27 SUN			
Jesus Riojas										
Clock in	10:00		10:00	10:00	2:00					
Out for lunch										
In from lunch										
Clock out	5:00		6:00	6:00	6:00					
	7		8	8	4					27

*25 reg 2 OT
pd*

Please fax to 435-637-1608 each Monday

Working @ Bling

Supervisor Signature _____

Date	Job	Hours

Labor Finders Intermountain, Inc.

3107

Jesus A. Riojas

1101 South Carbon Ave
#77
Price
UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	25.00	10.00	250.00	1,541.70
Overtime Pay	2.00	15.00	30.00	75.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	2.87
Social Security	17.36	100.24
Medicare	4.06	23.44
UT Income Tax	0.00	9.86

Labor Finders

159 North 100 East
Price
UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period

06/16/2014 - 06/22/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date

06/27/2014

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$280.00	\$1,616.70
Taxes	\$21.42	\$136.41
Deductions	\$0.00	\$0.00

NET PAY: \$258.58

MEMO:





Kidd Bling Construction

Date	6/16	6/17	6/18	6/19	6/20	6/21	6/22	Regular	OT	Weekly
NAME	MON	TUES	WED	THURS	FRI	SAT	SUN	Hours	Hours	Total
Jesus Riojas					7:00					
Clock in	7:00		7:00	7:00	/					
Out for lunch					/					
In from lunch					/					
Clock out	12:00		12:00	12:00	12			5		
										5

Bling

Please fax to 435-637-1608 each Monday

Advanced Shoring
Castle Heights Elementary

Supervisor Signature *James Henderson*

Date	Job	Hours

Diana 435-630-3878

~~Jesus A. Riojas~~
1101 South Carbon Ave
#77
Price
UT, 84501

Labor Finders
159 North 100 East
Price
UT, 84501

Pay Period
06/16/2014 - 06/22/2014

Pay Date
06/27/2014

MEMO:

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	15.00	15.00	225.00	1,766.70
Overtime Pay	-	22.50	0.00	75.00

*Advanced Shoring
w/ touch of Bling*

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>
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<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>
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<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	2.87
Social Security	13.95	114.19
Medicare	3.26	26.70
UT Income Tax	0.00	9.86

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
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<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$225.00	\$1,841.70
Taxes	\$17.21	\$153.62
Deductions	\$0.00	\$0.00

NET PAY: \$207.79





Kids Bling Store
Construction

NAME	Date	9/6 MON	10/6 TUES	11/6 WED	12/6 THURS	13/6 FRI	SAT	SUN	Regular Hours	OT Hours	Weekly Total
Josias Rios											
	Clock in	9:00	9:00	9:00	9:00	4:00					
	Out for lunch	12:00	12:00								
	In from lunch	12:30	12:30								
	Clock out	4:00	3:00	4:00	4:00	6:00					
		6 1/2	10 1/2	7	10	9					43

pa

Please fax to 435-637-1608 each Monday

Supervisor Signature _____

Date	Job	Hours
9/6	touch of bling	
10/6	ACTIVE SECURITY 9:00-2:00 / 2:00-8:00 KASH	
11/6	touch of bling ACTIVE SECURITY 9:00-12:00 / 12:00-4:00 touch of bling	
12/6	touch of bling	
13/6	touch of bling	

5 hr. active security
touch of bling. 3 hrs
a.r.

Diana 435-630-3878

shorted 5 hrs from previous week
pa

Jesus A. Riojas
1101 South Carbon Ave
#77
Price
UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	45.00	10.00	450.00	1,291.70
Overtime Pay	3.00	15.00	45.00	45.00

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	2.87	2.87
Social Security	30.69	82.88
Medicare	7.18	19.38
UT Income Tax	9.86	9.86

Labor Finders
159 North 100 East
Price
UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>
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<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
-------------------	----------------	------------

Pay Period
06/09/2014 - 06/15/2014

Pay Date
06/20/2014

MEMO:

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>
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<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$495.00	\$1,336.70
Taxes	\$50.60	\$114.99
Deductions	\$0.00	\$0.00

NET PAY: \$444.40



Jesus A. Riojas
 1101 South Carbon Ave
 #77
 Price
 UT, 84501

Labor Finders
 159 North 100 East
 Price
 UT, 84501

Pay Period
 06/02/2014 - 06/08/2014

Pay Date
 06/13/2014

MEMO:

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	30.00	10.00	300.00	841.70

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	0.00
Social Security	18.60	52.19
Medicare	4.35	12.20
UT Income Tax	0.00	0.00

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$300.00	\$841.70
Taxes	\$22.95	\$64.39
Deductions	\$0.00	\$0.00

NET PAY: \$277.05





Working for Karra ¹¹
 May

Kids Bling
 Done Construction

NAME	26 MON	27 TUES	28 WED	29 THURS	30 FRI	31 SAT	1 SUN	Regular Hours	OT Hours	Weekly Total
José Rojas										
Clock in			4:00 PM		3:30					
Out for lunch			1		1					
In from lunch										
Clock out			7:00 PM		4:30 PM					
			3		1					4

Please fax to 435-637-1608 each Monday

Supervisor Signature _____

Date	Job	Hours

Diana 435-630-3878

06/06/2014

Jesus A. Riojas

**272.44

*****Two hundred seventy-two and 44/100

Jesus A. Riojas
1101 South Carbon Ave
#77
Price UT 84501

*active re-entry
u/1 Touch of Bling*

Pay Period: 05/26/2014 - 06/01/2014

Jesus A. Riojas
1101 South Carbon Ave
#77
Price
UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	29.50	10.00	295.00	541.70

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	0.00
Social Security	18.29	33.59
Medicare	4.27	7.85
UT Income Tax	0.00	0.00

Labor Finders
159 North 100 East
Price
UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
05/26/2014 - 06/01/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
06/06/2014

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$295.00	\$541.70
Taxes	\$22.56	\$41.44
Deductions	\$0.00	\$0.00

NET PAY: \$272.44

MEMO:

Jesus A. Riojas
1101 South Carbon Ave
#77
Price
UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	29.50	10.00	295.00	541.70

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	0.00
Social Security	18.29	33.59
Medicare	4.27	7.85
UT Income Tax	0.00	0.00

Labor Finders
159 North 100 East
Price
UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>

Pay Period
05/26/2014 - 06/01/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>

Pay Date
06/06/2014

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$295.00	\$541.70
Taxes	\$22.56	\$41.44
Deductions	\$0.00	\$0.00

NET PAY: \$272.44

MEMO:

JESUS RIOJAS

915-355-2386



Kids BLING store construction prep work

Active Reentry

may

Date	19 MON	20 TUES	21 WED	22 THURS	23 FRI	24 SAT	25 SUN	Regular Hours	OT Hours	Weekly Total
NAME	Jesus Riojas									
Clock in			10:00am	8:00am	8:00am	8:00am	8:00am			
Out for lunch			1:50pm	1:30pm	9:20am					
In from lunch			2:00pm	2:00pm						
Clock out			3:40pm	3:40pm		1:00pm	1:00pm			
			5.17	8.17	1.33	5	5			

24.67

Please fax to 435-637-1608 each Monday

Supervisor Signature

Date	Job	Hours

Diana 435-630-3878

Jesus A. Riojas
1101 South Carbon Ave
#77
Price
UT, 84501

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Regular Pay	24.67	10.00	246.70	246.70

Labor Finders
159 North 100 East
Price
UT, 84501

<u>OTHER PAY</u>	<u>Current</u>	<u>YTD</u>
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Pay Period
05/19/2014 - 05/25/2014

<u>BENEFITS</u>	<u>Used</u>	<u>Available</u>
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Pay Date
05/30/2014

MEMO:

<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	0.00
Social Security	15.30	15.30
Medicare	3.58	3.58
UT Income Tax	0.00	0.00

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
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<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$246.70	\$246.70
Taxes	\$18.88	\$18.88
Deductions	\$0.00	\$0.00

NET PAY: \$227.82



LIL TOUCH OF BLING

Hernon Nunez

2/27/2014

1253

155.00

America West Bank

155.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE



LIL TOUCH OF BLING

Patrick Oviatt

3/4/2014

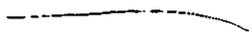
1247

50.00

America West Bank

50.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE



LIL TOUCH OF BLING

1253

Hernon Nunez

2/27/2014

155.00

America West Bank

155.00

PRODUCT SSLT104 USE WITH 91663 ENVELOPE



LIL TOUCH OF BLING

Patrick Oviatt

Bling Store Remodel

1/29/2014

1202

275.50

America West Bank

275.50

PRODUCT SSLT104 USE WITH 91683 ENVELOPE



LIL TOUCH OF BLING

1193

Lindon Brewer

1-24-14

125⁰⁰

Bling Remodel

LIL TOUCH OF BLING

Jacob Salazar

Bling Store Remodel

1/27/2014

1199

30.00

America West Bank

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

30.00



LIL TOUCH OF BLING

Jason Olson

Bling Store Remodel

1/27/2014

1197

95.00

America West Bank

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

95.00



LIL TOUCH OF BLING

Hernon Nunez

Bling Store Remodel

1/27/2014

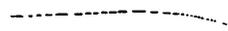
1198

220.00

America West Bank

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

220.00



LIL TOUCH OF BLING

Joy Fieldsted

Bling Store New Addition

1/31/2014

120

600.00

America West Bank

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

600.00

LIL TOUCH OF BLING

Tony Alford

Install Lights for Remodel

2/3/2014

120E

150.00

America West Bank

PRODUCT SSLT104 USE WITH 91663 ENVELOPE

150.00



P.O. Box 282 Price, Utah 84501
Tele: (435) 637-3495 Fax (435) 637-3497

INVOICE# 70057

6/12/2014

JOB DESCRIPTION:

DELIVER 3" STRUCTURAL FILL

Steve Hillam
146 N Balsam
Price, UT 84501

TERMS OF SALE AND PERFORMANCE OF WORK: The herein designated purchaser and/or customer and its duly authorized agent and/or principal agrees to pay the following account at Price, UT on or before the 10th day of the succeeding calendar month and if not paid when due to pay interest thereon from date hereof at the rate of 1.5% per month both before and after judgement until paid and further agree to pay all court costs, attorney's fees and collection agency commissions incurred in collecting this account, whether or not suit is filed, and understand that such fees and/or commissions might be as much as 50% of the principal balance owing.

DATE	DESCRIPTION	LOG NUMBER	QUAN	UM	UNIT COST	AMOUNT
6/3/2014	STRUCTURAL FILL - SOUTH PRICE	48049	15.99	TON	10.00	159.90T
6/6/2014	STRUCTURAL FILL - SOUTH PRICE	42269	34.18	TON	10.00	341.80T

Bling Store
PD. ck
1285
\$ 531.55

SUBTOTAL: \$501.70
TAX: (5.95%) \$29.85
PAYMENT / CREDITS: \$0.00

Signed by: _____

AMOUNT DUE: \$531.55

PLEASE PAY FROM THIS INVOICE - NO OTHERS WILL BE SENT!

Nelco Inc

Fill Dirt for Landscaping

6/14/2014

531.55

America West Bank

531.55

LIL TOUCH OF BLING

1285

Nelco Inc

Fill Dirt for Landscaping

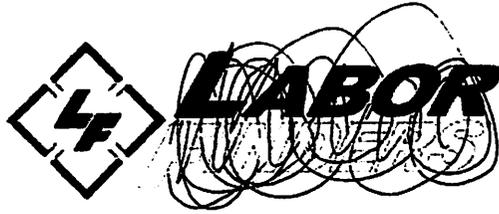
6/14/2014

531.55

America West Bank

531.55





Bling Store - Remodel

LANDSCAPING WEEKLY TIMECARD

Hernon

DAY	DATE	TIME-IN	TIME-OUT	TOTAL HOURS
Monday 2-10-14	11-3	paint outside		4
Tuesday 10:30-11:30	10:30-3:30	"		5
Wednesday 1-29-14	2-12 10:30-3	"		5
Thursday 1-30-14	OFF			
Friday 1-31-14	10:30-3:00	laundry Remodel		5
Saturday 2-8-14	12:00-7:00	break up concrete Jackhammer		9
Sunday				

2-14-14 10:30-5
Date Location/address

bill to pms
pour concrete & clean 7.5

laundry Remodel.	

30 HRS

LIL TOUCH OF BLING

Hernon Nunez

Paint Outside of Bling Shop Etc.

2/14/2014

1219

360.00

America West Bank

360.00

LIL TOUCH OF BLING

Hernon Nunez

Paint Outside of Bling Shop Etc.

2/14/2014

1219

360.00

America West Bank

360.00

PRODUCT SSLT104 USE WITH 81683 ENVELOPE



LIL TOUCH OF BLING

1255

Jacob Salazar

3/10/2014

Paint the Bling Store

170.00

America West Bank

170.00

LIL TOUCH OF BLING

1255

Jacob Salazar

3/10/2014

Paint the Bling Store

170.00

America West Bank

170.00

PRODUCT SSSLT104 USE WITH 91863 ENVELOPE





YOUR SIGN SPECIALISTS

Invoice

P.O. BOX 570
 Price, Utah 84501
 435-637-2363

DATE	INVOICE #
3/6/2014	20050

BILL TO:

LIL TOUCH OF BLING
 KARRA HILLAM
 159 N 100 E
 PRICE, UT 84501

P.O. NUMBER	TERMS	PROJECT
KARRA	CASH	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	WALL LETTERING INCLUDING A ONE WHITE GIRL AND ONE BLACK GIRL LOGO AND LETTERING READING WELCOME TO LIL TOUCH OF BLING BOUTIQUE	82.00	82.00
1	WHITE AND PINK LETTERING FOR MAIN DOOR AND SIDE WINDOW WITH NAME HOURS WEB ADDRESS AND GIRL LOGO	189.00	189.00
1	INSTALL OF LETTERING TO DOOR AND SIDE WINDOW	65.00	65.00
1	WHITE AND PINK LETTERING FOR LARGE FRONT WINDOWS WITH GIRL AND LOGO ON FIRST WINDOW AND LIST OF PRODUCTS ALONG TOP OF THE FOLLOWING THREE WINDOWS	425.00	425.00
1	INSTALL OF ALL LETTERING ON FRONT WINDOWS	130.00	130.00
1	BLACK AND PINK 3M TRANSLUCENT VINYL TO RE-LETTER BOTH BACKLIT FACES ON TOP OF THE BUILDING WITH LARGE LOGO AND GIRL ON FIRST FACE AND LIST OF PRODUCTS, PHONE AND WEB INFORMATION ON THE SECOND	410.00	410.00
1	REMOVAL OF THE FACES AND REINSTALLATION	135.00	135.00
1	There will be no statement, please pay from this invoice.	45.00	90.00
		6.35%	70.23
Received by: <u>JOY HILLAM</u>		TOTAL	\$1,596.23

I/We agree to pay all charges and fees incurred herein as shown by the statements, promptly upon presentment thereof, unless credit arrangements are agreed upon in writing. Charges shown by statements are deemed to be correct and reasonable unless protested in writing within thirty days of billing date. If this account becomes delinquent, I/We agree to pay interest on the unpaid balance at the rate of 1 1/2% per month (18% per annum). I/We further agree to pay all court costs, attorney's fees and collection agency commissions incurred in collecting this account, whether or not suit is filed, and understand that collection agency commissions might be as much as 50% of the principal balance owing.



More saving.
More doing.™

1550 S UNIVERSITY AVE. PROVO, UT 84601
(801)418-1014

00004 72415 06/23/14 04:15 PM
CASHIER JULIA IMP

5LT SATIN NICKEL VORTEX LIGHT BAR 127.00
 008938233729 3LT STEELRD <A> 39.98
 3LT BS GLASS CYLINDER RD CEILING LT
 086698880490 CORDMATE <A> 22.93
 CORDMATE II KIT WHITE - HOST
 037000867845 CHARMIN ULTR <A>
 CHARMIN ULTRA SOFT 18PK
 2012.97
 021709011739 HRD. WOOD FL. <A> 25.94
 ZEP HARDWOOD FLOOR CLEANER 128OZ 10.99
 017801784589 60W G9 <A>
 FEIT 60W G9 BASE 120V HALOGEN
 205.47 10.94

SUBTOTAL 237.78
 SALES TAX 16.05
 TOTAL \$253.83
 AMEX 253.83
 TA

XXXXXXXXXX1002
AUTH CODE 522808/5046451



4416 04 72415 06/23/2014 4196

RETURN POLICY DEFINITIONS
 POLICY ID DAYS POLICY EXPIRES ON
 A 1 90 09/21/2014
 THE HOME DEPOT RESERVES THE RIGHT TO
 LIMIT / DENY RETURNS. PLEASE SEE THE
 RETURN POLICY SIGN IN STORES FOR
 DETAILS.

1474211

Sutherland's

Landscape Bling

Sutherland Lumber Co
406 S Hwy 55
Price, UT 84501
435-613-1512

www.sutherlands.com

OPERATOR NIKI 666 BASIC SALE
 40007081045/7081045 15x 17.99 269.85
 BULK MULCH BROWN SCOOP

SUBTOTAL 269.85
 TAX01 (0.063500)..... 17.14
 TOTAL 286.99
 CARD TENDER 286.99
 CHANGE DUE 0.00

Please keep your receipt
for all returns

Sutherland Lumber Co 2813
 406 S Hwy 55
 Price UT 845010000

Clerk ID: 666

Card Number: XXXX-XXXX-XXXX-8513
hillam karra

Ref Number: 415317603255 [S]
 Auth Number: 212032 [VISA]
 Card Total: 286.99

Tran Type: Basic Sale

SUBTOTAL: 269.85
 TOTAL: 286.99

CHARGE TENDER: 286.99

*** Customer Copy ***

06-02-2014 12:21:40
 006031 04 666 2813



28130406031141531221



CODALE

ELECTRIC SUPPLY, INC.

5225 W. 2400 S
 Salt Lake City, UT 84120
 P.O. Box 702070
 Salt Lake City, UT 84170-2070
 Phone (801) 975-7300
 Fax (801) 977-8833

Serviced By: 50 EAST 1300 SOUTH
 PRICE, UT 84501
 Phone # : 435-636-2900

**** Ship Ticket ****
 Order #: S5135575.002
 P/O #: JESUS
 Release#:
 Page #: 2
 Printed: 12:15:33 02 JUL 2014



Bill To: **** C.O.D. * C.O.D. * C.O.D. ****
 *CASH3 CASH ACCOUNT BRANCH 3
 50 EAST 1300 SOUTH
 PRICE, UT 84501

Ship To:
 *CASH3 CASH ACCOUNT BRANCH 3
 50 EAST 1300 SOUTH
 PRICE, UT 84501

Ord-Date 07/02/14	Ship-Date 07/02/14	Writer Terms HALBRE Credit Card Purcha	Ship Via CWC CUSTOMER W	Ordered By JESUS
	Ship Br:3 Prc Br:3	Slsman Phone HOUPRI		Freight Billable

Ordered	Shipped	Product Description	Net Prc	Ext Prc
***** Credit Card Information *****				
*				*
* Merchant ID#	Price	Time/Date: 12:15:33 02 JUL 2014		*
* Card Number	XXXXXXXXXXXX6062	*		*
* Card Holder	KARA HILLAM	Auth Code: 002462		*
* Charge Amount	\$74.56	Charge Date: 07/02/2014		*
*				*
* Signature	_____			*
*				*
* I agree to pay above total amount according to card issuer agreement.*				

		Sales tax		4.45
		Invoice Amount		74.56
	Amount paid today - Payment # S5135575.001			-74.56
		** AMOUNT DUE **		0.00

This signed receipt acknowledges that the above merchandise has been delivered and/or received in perfect condition.

Packages: _____ Reels: _____ Bundles: _____ Other: _____
 Picked By: _____ Packed By: _____ Checked By: _____ Driver: _____

Please PRINT Name	Please SIGN Name	Date Received
-------------------	------------------	---------------

CODALE

ELECTRIC SUPPLY, INC.

5225 W. 2400 S
 Salt Lake City, UT 84120
 P.O. Box 702070
 Salt Lake City, UT 84170-2070
 Phone (801) 975-7300
 Fax (801) 977-8833

Repair & maintenance

Serviced By: 50 EAST 1300 SOUTH
 PRICE, UT 84501
 Phone # : 435-636-2900

**** Ship Ticket ****
 Order #: S5135575.002
 P/O #: JESUS
 Release#:
 Page #: 1
 Printed: 12:15:33 02 JUL 2014



Bill To: **** C.O.D. * C.O.D. * C.O.D. ****
 *CASH3 CASH ACCOUNT BRANCH 3
 50 EAST 1300 SOUTH
 PRICE, UT 84501

Ship To:
 *CASH3 CASH ACCOUNT BRANCH 3
 50 EAST 1300 SOUTH
 PRICE, UT 84501

Ord-Date 07/02/14	Ship-Date 07/02/14	Writer To HARRIS	Ship Via CUSTOMER W	Ordered By JESUS
	Ship Br:3 Prc Br:3			Freight Billable

7999 79

ok

Ordered	Shipped	Description	Net Prc	Ext Prc
25ft	25ft	HUBBE. ADHE LENG Loc:	1.816/EA	45.40
5ea	5ea	HUBBELL Loc: 0	1.622/ea	8.11
5ea	5ea	HUBBELL Loc: 02	1.687/EA	8.44
1ea	1ea	HUBBELL P COVER Loc: 02- A Pn: 33710	2.632/EA	2.63
1ea	1ea	HUBBELL PT12LPB 1GANG SHALLOW DEVICE BOX 1.13-IN Loc: 02-15-B Pn: 33708	5.532/EA	5.53
ORDER TOTAL				70.11
Subtotal Thru Page # 1 ----				70.11

This signed receipt acknowledges that the above merchandise has been delivered and/or received in perfect condition.

Packages: _____ Reels: _____ Bundles: _____ Other: _____
 Picked By: _____ Packed By: _____ Checked By: _____ Driver: _____

Please PRINT Name	Please SIGN Name	Date Received
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State of Utah

Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205	Price City - Russell Seeley	Maximum Project Value Authorized \$982,000
PIN Number 7162 FINET Number 54330 FMIS Number F005680	Project Number F-LC07(14) PIN Description 1900 East Price Phase I: Airport Road (50 So) to 300 No	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this ____ day of _____, 20 ____, by and between the Utah Department of Transportation (“UDOT”) and **Price City** (“Local Agency”), a political subdivision of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of **1900 East Price Phase I: Airport Road (50 So) to 300 No**, located at **Price City** and identified as project number **F-LC07(14)**;

Pursuant to 23 CFR 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements;

In instances where UDOT does not have jurisdiction over the road where the Project is being performed, UDOT may arrange for the Local Governmental Agency with jurisdiction of the road to perform the work with its own forces or by contract; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2014 - 2017

Fund*	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
STP_SU_JHC	\$0	\$97,000	\$885,000	\$0	\$0	\$982,000	\$915,519	\$0	\$66,481	6.77%
Total:	\$0	\$97,000	\$885,000	\$0	\$0	\$982,000	\$915,519	\$0	\$66,481	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Coordinate payment of local government matching, betterment or other funding to UDOT prior to project advertisement.
 - 10. Assist the Local Agency in preparing and executing Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants. For Class B and C roads, the Local Agency assumes responsibility for the design, construction quality and maintenance of the road.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 - 2. Coordinate with the UDOT Project Manager concerning the funding.
 - 3. Committee (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 - 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):
 - 1) Participate in the federally approved consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.

- 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising.
 - k. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - l. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds prior to advertising.
 - m. Approve the final advertising package and obtain local signature approval before proceeding to advertise.
 - n. Review the abstract of bids and recommend to the UDOT Project Manager award of the project.
 - o. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - p. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - q. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - r. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - s. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - t. Coordinate the project close out process by timely closing all open contracts and agreements.
 - u. Provide right of way certification verifying all required right of way has been purchased prior to advertising.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed **\$982,000** and any ineligible costs when requested by UDOT.

All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Russell Seeley](mailto:RussellSeeley@PRICEUTAH.NET) at RUSSELLS@PRICEUTAH.NET the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project has cost overruns, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, Office of Management and Budget Circulars A-102, A-87 and A-133, policies and procedures promulgated by FHWA, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization, except as provided by 23 CFR Section 1.9(b).

VIII. Liability. Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent or intentional acts, errors or omissions in the performance of this Project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent or intentional acts, errors or omissions in the performance of this Project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this Project or to ensure compliance with acceptable standards.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records.** For a period not less than three (3) years from the date of final project close out with federal government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual. The Local Agency shall use the right of way module in ePM for acquisitions. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right of way must be obtained before the project is advertised. No limitations concerning right of way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders. At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on March 20, 2013.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

- 12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
- 13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
- 14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
- 15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
- 16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)

LOCAL AGENCY

Utah Department of Transportation

Price City Official

By _____

By _____
Region Director

Date _____

Date _____

Mayor Joe Piccolo

UDOT Comptroller

By _____
Comptroller's Office

Date _____



Consultant Services

Federal Aid Agreement Review/Approval Routing Form

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 7/31/2014
PM REQUEST DATE 7/31/2014

FEDERAL AID

Project No.: F-LC07(14) **PIN No.:** 7162
PIN Description: 1900 East Price Phase I: Airport Road (50) **FINET Prog Code No.:** 54330

UDOT Project Manager	UDOT Contract Administrator
Clayton Wilson 210 West 800 South Richfield, UT 84701 (435)893-4744 claytonwilson@utah.gov	Michael R. Udot Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
Price City 185 E MAIN Price, UT 84501-0893 Russell Seeley, (435) 637-5010 RUSSELLS@PRICEUTAH.NET

Project Value	\$982,000
Federal Match	\$915,519
Local Government Match	\$66,481
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	7/31/2014
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	



Supplier: Price Municipal Corporation
Project: HEAT Vendor Contract
Vendor Code:
Contract Coding: 1000/600/9365/NSG
CFDA # & Title: 93.568 Low Income Home Energy Assistance Program – LIHEAP Vendor Contract
Federal Funding Entity: U.S. Dept. of Health & Human Services

Price Municipal Corporation
PO BOX 893
PRICE, UT 84501

1. CONTRACT PRINCIPALS:

This contract is between the Utah State Department of Workforce Services, Housing and Community Development Division, Home Energy Assistance Target (HEAT) Program, 1385 S State Street, Salt Lake City, UT 84115, hereinafter referred to as STATE, and

Price Municipal Corporation

Hereinafter referred to as SUPPLIER.

2. CONTRACT PERIOD:

This contract is effective upon signature and effective until terminated, in writing, by either party.

3. PURPOSE OF CONTRACT:

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

4. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:

- A. HEAT Program Policy Manual.
- B. State of Utah LIHEAP Plan of Operation and Application for Funding.

5. TERMS AND CONDITIONS:

- A. STATE will make payments to SUPPLIER provided that:
- 1) SUPPLIER charges the household in SUPPLIER'S normal billing process.
 - 2) SUPPLIER bills the household no more than the cost of the energy delivered minus the cost of the payments received or expected from the STATE.
 - 3) SUPPLIER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of sale, credit, deliver, or price, including service charges, reconnection charges and payment plan arrangements.
 - 4) SUPPLIER agrees not to discontinue utility service for at least 30 days after receiving any verification of payment from STATE, whether for the standard HEAT program or for emergency funds, excluding repairs. Examples of valid HEAT verifications will be available upon request from the STATE.
 - 5) SUPPLIER agrees to waive any additional security deposit billed to household approved for the HEAT program. This does not apply to service initiation fees routinely charged by SUPPLIER to both renters and owners alike as a condition of service.
 - 6) If SUPPLIER is a utility regulated by the Public Service Commission of Utah, SUPPLIER will supply energy in accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.
 - 7) SUPPLIER will ensure that payment by the state is credited toward the household's home energy costs.
- B. STATE will include a list of eligible households and amounts paid on behalf of households with each warrant paid to SUPPLIER.
- C. Credit Balances
- 1) If a household discontinues service with SUPPLIER and the household so elects, SUPPLIER will forward to the new SUPPLIER any credit balance remaining on account, provided the household furnishes the name and address of the new supplier, together with his/her account number, within 30 days after termination of service. New SUPPLIER must be doing business within the State of Utah.
 - 2) If a Client elects to have the credit balance refunded directly to him/her, SUPPLIER will do so, provided the client furnishes SUPPLIER with the new address within 30 days after termination of service and provided client still resides within the State of Utah.

3) In the event that the household does not furnish the information to SUPPLIER within the 30 day period, SUPPLIER will refund the remaining balance to STATE.

- D. In the event SUPPLIER erroneously returns funds to the STATE, the STATE shall remit such funds to the SUPPLIER within 30 days after a determination that such return was in error.
- E. Delivery of fuel or energy will be made within four calendar days of the receipt of or verification of payment, if not earlier.
- F. SUPPLIER will be an independent contractor, and as such, shall have no authorization, express or implied to bind the state of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any such acts as agent for the State of Utah except as herein expressly set forth.
- G. The compensation provided for herein shall be the total compensation payable hereunder by the State of Utah or the above designated State Agency.
- H. This contract is entered into as a means of providing appropriate services to eligible households.

6. AUDITS AND INSPECTION:

On request, STATE and Federal auditors and program reviewers may have access to SUPPLIER'S financial and billing records pertaining to services provided under authority of this contract for audit inspection.

7. INDEMNITY CLAUSE:

Each party hereto agrees to indemnify and save harmless the other party, its officers, agents and employees from and against any and all loss, damages, injury, liability, and costs of suits or proceedings which may arise out of the performance of this contract by said indemnifying party, its officers, agents or employees.

8. TERMINATION:

This contract may be terminated, with or without cause by either party upon 30 days prior written notice being given to the other party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.

PRICE CITY POLICY AND PROCEDURES REGARDING PAYMENT OF UTILITY ACCOUNTS, DISCONNECTION AND RECONNECTION PROCEDURES

This policy establishes the procedures to be followed by Price City (City) for collection of money on utility accounts including those that become delinquent.

OBJECTIVE:

To establish a policy, that is consistent, fair and reasonable and whereby the financial status of the City is protected and to provide a means by which the human needs of the citizenry are met by alleviating undue hardships with respect to cost of utilities.

DEFINITIONS:

Assistance Programs: Programs that exist within Price City to assist in the payment of the Customer's utility bill including the following:

- a) **Carbon County Food Bank:** Customer Assistance Program can assist Customer's with up to \$100.00.
- b) **Department of Workforce Services:** Customer Assistance Program can assist people if funds are available.
- c) **Home Energy Assistance Target Program (H.E.A.T.):** Customer Assistance Program can apply funds to the electrical portion only of the Customer's utility bill.
- d) **The Methodist and LDS Churches:** Customer Assistance Program can assist people in need.
- e) **Utility Assistance Program Board:** A Utility Assistance Program administered by Price City, through a committee which includes a City Councilperson, the City Treasurer, three (3) City employees of whom, two (2) work in the utilities department and all of whom are appointed by the Mayor to serve thereon.
- f) **Utility Assistance Program:** A program administered by the City which is funded by voluntary Customer donations.
- g) **Vocational Rehabilitation:** Customer Assistance Program that can assist people if they have made some effort in trying to pay on their accounts and who are currently enrolled in that program.

Arrangement Agreement: This is a form that will be completed by the Collections Department and the Customer when payment arrangements are made. This will be a signed document stating that both parties agree to the arrangements that have been made.

Billing Cycle: A utility bill that is mailed from the City's Utility Department to the Customer. There are two (2) billing cycles per month.

City: Price City, Utah

Customer: Any person or entity who receives electrical, water, sewer, and/or garbage collection services from or through the City.

Deferred Deposit/Customer: Any new Customer that has made arrangements to defer payment of their deposit on a new account.

Delinquent Account: Any utility account that becomes delinquent the day after the due date printed on the utility bill.

Delinquent Fee: Fees that are applied to delinquent accounts when actions such as Final Notices and Door Hanger Notices are issued.

Deposit: A sum money paid in advance as a security.

Door Hanger Notice: A hand delivered notice to a Customer that is usually placed on the door. These notices are delivered to Customer's having delinquent accounts and will indicate that utility services will be disconnected on or after the date specified on the notice if payment or arrangements are not made.

Due Date: The date that a utilities payment is due which is fifteen (15) days after the billing cycle date.

Equal Pay Program: A program in which the utilities service bill is averaged throughout the year and is bi-annually recalculated. To qualify for Equal Pay a Customer must have one year without a shut off notice and 1 year of service at the same address.

Excellent Credit: The Customer has never received any termination or shut off notices or who has not had power disconnected because of lack of payments or late payments to any utility provider. The utilities applicant should have had service provided by the previous utility provider for at least one (1) year, not less than one (1) year ago.

Final Bill: The termination billing closing statement for each Customer's account.

Final Reading: The numerical reading on either the electric or water meter or both when they are disconnected or shut off for termination.

Hydrant Meter: A meter that is connected to a fire hydrant that measures the amount of water used from that hydrant.

Hook Up Fee: A fee charged to anyone who requires the connection of utilities service.

Landlord: A person or entity who leases one or more dwelling unit(s) or commercial building or place of business to another person(s) or entity.

Landlord Agreement: A written or verbal agreement between the City and landlord stating that if a tenant moves out of a dwelling, the utility account is to remain active or connected and the landlord shall be financially responsible for that account.

Legal Designee: Any person appointed by a Customer, or by a court of competent jurisdiction to serve as attorney in fact, guardian or conservator of the Customer or as a personal representative of the estate of Customer.

Lessee: Anyone to whom a lease is given, also known as tenant.

Lessor: Same as landlord. See above.

Letter of Good Credit: A letter from the Customer's previous utility provider stating that the applicant has excellent credit (no delinquencies, shut offs or termination notices). This letter can be submitted in lieu of the City's Service Deposit Fee.

Meter Reader: A City employee who works within the Utilities Department, designated to take numerical usage readings from both the electrical and water meters.

Meter Reading: A numeral reading from either the electrical meter or water meter or both.

New Customer: Anyone establishing electrical, water, sewer and/or garbage collection services at a resident or a place of business within the City's service area.

Non-Pay: Any Customer who has not paid any amount on their utilities account within the current billing cycle and has not contacted the Cities Utilities Department to make a payment arrangement.

Notice of Termination: A hand delivered notice to a Customer that is usually placed on the door. These notices are delivered to Customer's having delinquent accounts and will indicate that utility services will be disconnected on or after the date specified on the

notice if payment or arrangements are not made.

Owner: Anyone who owns or leases out to others a commercial building or other place of business.

Payment Arrangements: Arrangements made by Customer's with City to pay their utility bill by a designated date.

Payment in Full: The Customer's utilities service account has a zero cash balance.

Picture Identification: Any current legal form of identification that has a photo of the Customer for identification purposes.

Previous Power Company: Any company from which the Customer received electrical power prior to obtaining a utilities connection from the City.

Re-Connect Fee: A fee that is charged when an individual's utilities are disconnected for non-pay and the utilities are thereafter connected.

Renter: Anyone who pays rent for the privilege of occupying a dwelling or place of business also known as a tenant.

Service Deposit Fee: A deposit that must be paid on all new utility accounts that do not have a letter of credit.

Shut off date: A specific date upon which the utilities service will be disconnected from a residence.

Shut Off Notice: A past due notice that is mailed out to each Customer who has not made a payment on their utility account as of the due date.

Skip: Anyone who has deliberately left an account unpaid and has not given the City a forwarding address to which the City can send a final bill.

Theft of Services: Deliberately tampering with or reconnecting any water or electric meter and failing to pay for utilities unlawfully received through that meter.

Utility Bill: A bill that is mailed to the Customer identifying their usage of electrical, water, sewer, garbage, substation services or hookup charges and/or taxes that must be paid to the City.

Utilities Manager: The person who oversees the City Utilities Department.

Work Order: Any type of written work assignment prepared by a City Utilities Department Customer Service employee.

POLICY AND PROCEDURES FOR THE CITY UTILITY DEPARTMENT

New Customer Application:

When an individual or legal designee requests a "residential" or "commercial" utilities connection the following policy and procedure applies:

1. The individual or legal designee is considered a new Customer.
2. The City will research the address and determine what type of utility connection is required (electricity, water, sewer and/or garbage).
3. The City will verify that no outstanding debt is owed by the new Customer (citations, library, returned checks etc.).
4. The new Customer is asked if they have or have had an active utilities account in their name within the last year with another utility provider.
5. The new Customer shall then be given the option of having their previous utility provider fax the City Utilities Department a letter of good credit or paying a service deposit fee.
6. The new Customer shall also be given the option of paying the applicable hook up fee or having the City add the charge to the first utility bill.

7. The City will require the new Customer to complete and provide the following:
 - a) A “Residential Application for Utility Service” or a “Commercial Application for Utility Service”. The application must be signed and turned in without modification to the form. The application will not be accepted with any modifications.
 - b) Provide the Utility Department a copy of his/her current photo identification or driver’s license.
8. After the information is gathered and a service deposit and all outstanding debt is paid (if applicable), a work order is issued and the City will send a meter reader to the specified address to take a meter reading and/or to connect the specified utility service.
9. Following connection, the new Customer shall thereafter be responsible for paying for that utility service until Customer requests that it be disconnected or the account becomes delinquent and the City disconnects the service.

New Customer Application for Hydrant Meter

Policy and Procedure for Hydrant Meters:

1. Applicant or legal designee is considered a new Customer.
2. New Customer fills out a utility service application.
3. New Customer pays the applicable meter deposit.
4. New Customer provides the Utility Department with a copy of identification photo.
5. New Customer signs an information card.

Letter of Good Credit:

Policy and Procedure for receiving a letter of good credit:

1. The new Customer or legal designee must contact his/her previous electrical utility provider and request a faxed letter of good credit or credit history to the City Utility Department.
2. The letter of good credit must provide the following:
 - a. Be on company letter head
 - b. Have 12 months of payment history with no notices or shutoffs
 - c. The letter must contain payment history within the last 12 months from the date on which new service is being requested.
3. The application is then temporarily filed for approximately two (2) weeks in the “deferred” deposits folder until the City receives the letter of good credit regarding the new Customer.
4. Following its receipt, the letter of good credit is attached to the new Customer’s application and filed.

Policy and Procedures when a letter of good credit is NOT received:

1. If the Utility Department does not receive the letter of good credit, the new Customer is contacted via mail stating that a deposit is required. The new Customer then has one (1) week from the letter’s date to respond.

2. If the new Customer does not respond within one (1) week, a work order is issued and the new Customer's utilities are disconnected.

Service Deposit:

Policy and Procedure regarding a new Customer service deposit:

1. After a new Customer or legal designee creates a utility account with the City:
 - a) The Customer is required to pay at least one-half (½) of the service deposit.
 - b) The Customer is informed that he/she has two (2) weeks to pay the remainder of the service deposit and a payment date is set.
 - c) If the Customer does not respond within two (2) weeks, a shut off notice with a termination date is issued.
 - d) If the Customer does not respond, a work order is generated and issued and the Customer's utilities are disconnected.
 - e) If the Customer has failed to pay a past utility account or any other debt before collection procedures had begun the deposit shall be \$400.00.

Service Deposit Refund:

Policy and Procedure regarding a service deposit refund:

1. The service deposit is refunded or applied to the new Customer's account when:
 - a) The new Customer maintains his/her account with the City for over one (1) year without any termination or disconnection notices sent either by mail or hand delivered and the new Customer or legal designee comes into the Cities Utilities Office and states that he/she wants their utilities service disconnected. An exception to this requirement is allowed when a prior arrangement has been discussed in person with the landlord and or owner or when there is no termination of service or a shut off notice has not been issued.
2. After the new Customer requests disconnection of utilities service on a specific day, a work order is issued for the same.
3. A meter reader will take a final reading of the utility meter(s) and provide a Customer Service employee with the information for entry into the Customer's account history.
4. The City Treasurer is provided a report regarding all refunds and all refunds are issued and mailed through the City's Accounts Payable Department.
5. The City, at the Customer's request, can transfer a service deposit in the event that the Customer moves to another location within the City's service area.
6. At the Customer's request, the City can apply the Customer's service deposit to his/her utilities account, but only after the Customer has had an active utilities account with the City for one (1) full year and provided that the Customer has not received any delinquent or shut off notices and has not had utility services disconnected for non-pay.

Disconnections:

Policy and Procedure regarding disconnections:

Utilities will be disconnected for the following reasons:

1. A service deposit payment arrangement has not been met.
2. A utilities account is past due.
3. Theft of services.
4. Customer requests disconnection.
5. Non-pay on a returned check

Policy and Procedure regarding a disconnection for failure to pay service deposit:

1. The City researches all of the pending service deposit records bi-monthly.
2. If a deposit payment arrangement has not been satisfied, the City will mail a disconnection notice to the applicant stating why their utilities will be disconnected.
3. The City shall allow a grace period of time of nine (9) days to give the Customer enough time to pay the required service deposit.
4. If the Customer fails to respond, a work order is issued and a meter reader is contacted and sent to the applicable address and the utilities are disconnected.
5. If the Customer comes into the Cities Utility Office to reconnect their utilities they are required to pay a service deposit if a deposit does not currently exist for the account, in addition to a reconnection and any penalty fees.
6. After the account has been paid current, a work order is issued to a meter reader and the Customer's utilities are reconnected as soon thereafter as is reasonably possible.

Policy and Procedures regarding past due utilities accounts:

1. The City will print a delinquent account list and past due notices.
2. The past due notices shall be mailed (10) days after the billing due date.
3. If the amount due and additional fees are not paid within (17) days of the bill's due date, a door hanger will be placed at the service address. The door hanger will notify the occupants that if payment is not made in full within 48 hours the utilities will be disconnected.
4. A work order is issued and a meter reader physically disconnects the utilities.
5. A meter reader will then hang a notice of disconnection on the door of the Customer's residence.
6. When the Customer pays the past due balance and any additional fees, a meter reader is contacted and the utilities are reconnected in a timely manner.
7. A past due notice will not be issued and utilities service will not be disconnected if the utility bill is under fifty dollars (\$50.00).
8. For any utilities account that becomes delinquent, disconnected for non-pay, disconnected for non-pay of service deposit, the Customer has absconded or has failed to pay any other outstanding debt resulting in the filing of a collection action in the Carbon County Justice Court, the account and any outstanding debt must be paid in full including any applicable fees, prior to that Customer reconnecting or opening a new account.
9. After the Customer's account has been disconnected for non-pay for seven (7) days, the Customer's utility account will be terminated. If the Customer was required to pay a security deposit, that security deposit will be applied to the

Customer's utility account.

10. When a Customer absconds, the City has the option to immediately proceed with the filing of a collection action against that Customer in the Carbon County Justice Court.

Policy and Procedure regarding theft of services:

1. The City will contact the Customer Service Supervisor and inform him/her of their discovery.
2. The City will contact the Price City Police Department and file a report.
3. The Meter Reader and/or Customer Service Supervisor will document their findings with a statement and/or photographs.
4. A meter reader will remove the meter.
5. The City proceeds with prosecution of the offender(s).

Policy and Procedure regarding a Customer requested disconnect:

The only person(s) who can request disconnection of their utilities are:

1. The person whose name is identified on the account or his/her legal designee, or
2. The owner, landlord or tenant of the residence or place of business.

Process for Disconnecting Service:

1. It is preferred that Customer or legal designee physically come into the Cities Utilities Office and request that his/her utility account be terminated, disconnected or shut off and provide a current picture ID. If for some reason the Customer cannot visit the utility office the Customer must provide verification of the Social Security Number on the account.
2. At that time the Customer or legal designee must designate a day and time for disconnection.
3. The City will ask the Customer or legal designee for a forwarding address to which a final bill or a service deposit refund can be sent.
4. A work order is issued to a meter reader and a final reading is performed on the designated day and time.
5. If the Customer paid a service deposit when the account was opened, the final bill will be deducted from the deposit and a service deposit refund check will be issued by the Treasurer's office.
6. If the Customer did not pay a service deposit, the final bill will be sent to the Customer's forwarding address.

Assistance Programs:

Policy and Procedure regarding **utility assistance programs:**

1. When a Customer or legal designee informs the City that he/she is having difficulty paying their utility bill, the City shall inform the Customer that utility assistance programs are available.
2. When a Customer or legal designee notifies the City that they have applied for assistance through one of the assistance programs, defined above, the City will inform the Customer or legal designee that he/she remains responsible for their utility bill until the City receives money from the program.

3. When the City receives payment from an assistance program, the payment is applied to certain portions of the Customer's utility bill.
 - i. When the City receives a payment from the H.E.A.T. program, the payment is applied to the "electrical and tax" portions of the Customer's utility bill.
 - ii. The Customer will be responsible for the water, sewer and garbage usage, if applicable on their utility bill.
4. If the Customer has received H.E.A.T. assistance the City is not allowed to shut off the power for thirty (30) days after the City's receipt of an assistance program payment.

Landlord Agreement

Policy and Procedure regarding landlord agreements:

1. The landlord may establish a landlord agreement with the City.
2. Per such an agreement, landlord shall have the right to disconnect any and all utilities at the designated address at his/her sole discretion.
3. The landlord agreement is for use by the City and landlords and shall not be used by anyone as an eviction notice to any tenant.
4. Upon signing and dating the City's landlord agreement, the landlord is verifying to Price Municipal Corporation that he/she will provide the City an exact day and time of any proposed utilities service disconnection.

Policy regarding connections and disconnections where certain medical conditions exist.

1. When the Customer states that he/she/they have a medical condition which requires the use of electrical/water supplied life sustaining equipment and he/she/they cannot have the utilities service disconnected, the Customer must:
 - a) Provide the City a letter from their physician stating that their condition requires life supporting equipment that requires uninterrupted water and/or electrical service.
 - b) Provide the City a letter from their physician stating that their condition is either temporary or permanent. (If their condition is temporary, the Customer must furnish a letter to the City every six (6) months to continue disconnect agreement).
 - c) This portion of the City's policy does not supersede the City's policy regarding delinquent accounts and disconnections.
 - d) Payment arrangements must be made and kept between the Customer and the City.
 - e) The Customer's utilities account must be paid current or disconnection will occur.

Utilities will not be disconnected until each individual situation has been discussed and evaluated with the Supervisor, Managers, Mayor and designated City Councilmembers.

Equal Pay Program

Policy and procedure regarding the Equal Pay Program:

1. To qualify for the Equal Pay Program a Customer must meet the following criteria:

- a) Be a City utility Customer for at least one (1) year, and
- b) Have good credit with the City for at least one (1) year.

Schedule of Charges and Fees

1. Residential Deposit Charges. The following shall constitute the utility deposit policy of Price City for all residential accounts:
 - a. \$200.00 - All new residential accounts (includes water, sewer, garbage and electrical services).
 - b. \$150.00 – All new residential accounts having water, sewer, and garbage services only (no electric).
 - c. \$100.00 – All new residential accounts having water service only (no sewer, garbage, or electrical service).
 - d. \$400.00 – All residential customers with collection or bankruptcy action. Residential accounts listed in actions for bankruptcy shall be terminated through the date of the bankruptcy filing and a new account shall be opened in Customer's name and a connection fee and deposit shall be charged. Customers that have failed to pay utilities or any other outstanding debt resulting in the filing of a collection action in the Carbon County Justice Court.

2. Business / Commercial Deposit Charges:
 - a. Three (3) times the estimated monthly service charge for all utilities. Estimates will be made based on previous utility charges OR charges from similar facilities OR based on estimates calculated by the Collections Department based on anticipated usage.
 - b. Six (6) times the estimated monthly service charge for Business accounts listed in actions for bankruptcy shall be terminated through the date of the bankruptcy filing and a new account shall be opened in Customer's name and a connection fee and deposit shall be charged. Customers that have failed to pay utilities or any other outstanding debt resulting in the filing of a collection action in the Carbon County Justice Court.

3. Hydrant Meter Deposit:
 - a. \$500.00 Hydrant Meter Deposit

4. Utility Service Connect / Reconnect Fees:
 - a. \$ 30.00 – Utility Service Connection Fee
 - b. \$ 50.00 – Utility Reconnection Fee

5. Late Fees:
 - a. \$ 10.00 – Fee assessed for mailed late notices
 - b. \$ 35.00 – Fee assessed for door hanger late notices

6. Return Check Fees:
 - a. \$ 30.00 – Return check fee
 - b. \$ 50.00 – Return check fee for checks written on closed accounts

Miscellaneous

1. Account disconnected for previous non-payment with no deposit available.
Customer must pay account balance in full plus reconnect fee plus service deposit.
2. Additional accounts for an established Customer.
Customer must pay a service deposit for each additional account unless Customer's has established good credit history with Price City. (No more than one (1) late payment within a one (1) year period on any utility account with City.)
3. All new Customer's shall pay a deposit.
No new Customer shall receive utility service unless the Customer is an established Price City Customer with good credit history, or has paid the necessary deposit.
4. Deferred service deposit.
Customer must pay one-half of the required service deposit upon connection and the remaining one-half within two weeks of connection. Non-payment will subject account to termination and disconnection of utility services.
5. Individual using different names.
City will not connect utilities at an address where a Customer using a different name now resides and whose utilities were previously disconnected for non-payment or who currently owes money to City for previous unpaid utility or any other services.