

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
CAROLYN MONTGOMERY

Finance Director
LISA RICHENS



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PRICE CITY COUNCIL

City Council

JOE CHRISTMAN

AMY KNOTT-JESPERSEN

LAYNE MILLER

TANNER RICHARDSON

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 08/28/2024. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. SAFETY SECONDS Councilmember Christman

4. GENERAL BUSINESS/DISCUSSION

- a. PUBLIC HEARING. Public hearing to receive input regarding the charitable contribution of the proceeds of the International Days Golf Tournament to local entities.
- b. APPROVAL AND DISTRIBUTION OF INTERNATIONAL DAYS GOLF TOURNAMNET CHARITABLE CONTRIBUTIONS. Consideration and possible approval of the distribution of the proceeds from the 2024 International Days Golf Tournament to Local Entities.
- c. UPPER PRICE RIVER EIS PRESENTATION -Horrocks Engineers will be presenting an information update for the project.
- d. INTERNATIONAL OVERDOSE AWARENESS DAY PROCLAMATION. Consideration and possible for Mayor Kourianos to proclaim August 31, 2024 as International Overdose Awareness Day.
- e. RECOVERY DAY PROCLAMATION. Consideration and possible approval for Mayor Kourianos to proclaim September 6, 2024 as Recovery Day.
- f. PUBLIC HEARING. Public Hearing to Receive Input Regarding Updates to Municipal Ordinance Sections 6.03.010 Dog Licensing, 6.03.020 License Tag, and 6.03.030 Licensing Exemptions.
- g. ORDINANCE NO. 2024-006. Consideration and possible approval of an Ordinance Amending Section(s) 6.03.101 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions of the Municipal Code.

- h. RESOLUTION NO. 2024-020. Consideration and possible approval of A Resolution Establishing the Fee Schedule for Dog Licenses
- i. PUBLIC HEARING. Public hearing to review and evaluate a proposed flood mitigation project to address recent and future flooding along Meads Wash and the Coves Subdivision. Potential funding sources for the project include a federal grant as well as a state grant/loan through the Permanent Community Impact Board (CIB).

5.CONSENT AGENDA

- a. MINUTES of 08-14-2024 City Council Workshop & City Council.
- b. STUDY RFP. Consideration and possible approval of direction to prepare and solicit and RFP regarding public safety wages, including authorization to pay study costs.
- c. FUNDING APPLICATION ASSISTANCE AGREEMENT AE2S - Consideration and possible approval of an agreement with Advanced Engineering and Environmental Services (AE2S) to assist with preparation of a Utah Division of Drinking Water State Revolving Fund Planning Grant Application regarding state set-aside emerging contaminant grant funding in support of the planning and design of the upcoming Water Treatment Plant Replacement Project. Total expenses not to exceed \$9,865.00.
- d. ENGINEERING SERVICES AGREEMENT: WELCOME TO PRICE SIGN - Consideration and possible approval of an engineering services agreement with Castle Valley Consulting for the design of the foundation for the new "Welcome to Price" sign on South Carbon Ave. Estimated amount for services is \$3,050.00
- e. ENGINEERING SERVICES - PICKLEBALL COURTS @ WASHINGTON PARK - Consideration and possible approval of an engineering services agreement with Castle Valley Consulting for \$9,470.00 to provide survey, design, testing, and construction management services for the Pickleball Court Expansion Project @ Washington Park.
- f. AGREEMENT AMENDMENT. Consideration and possible approval of the First Amendment to Agreement for Long Term Disability Program between Price City and PEHP Insurance (rate decrease and cost savings).
- g. FEE WAIVER REQUEST. Jim Piactitelli, Green Team member is requesting fees be waived for the use of Washington Park on September 5, 2024 for the Green Team BBQ.
- h. TRAVEL REQUESTS. Debbie Worley, State-Wide Advocates for Victims Organization (SWAVO) Conference, September 18-19, 2024, St. George, Utah. Joe Christman, 2024 ULCT Annual Convention, September 4-5, 2024, Salt Lake City, Utah. Kaibree Johnson, 2024 Bureau of Criminal Identification TAC Conference, September 8-11, 2024, St. George, UT.
- i. BUSINESS LICENSE. Desert Peak Gymnastics at 27 N 100 W for Chelsi Johnson. Castle Gate Wellsville at 894 E 100 N for Stephen Bryce Fowles.

6.PUBLIC COMMENTS

7.UNFINISHED BUSINESS

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

PUBLIC HEARING

PUBLIC HEARING

THE PRICE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON WEDNESDAY, AUGUST 28th, 2024 AT 5:30PM IN THE PRICE CITY COUNCIL CHAMBERS AT 185 EAST MAIN STREET, PRICE, UTAH 84501 TO RECEIVE INPUT REGARDING THE CHARITABLE CONTRIBUTION OF THE PROCEEDS OF THE INTERNATIONAL DAYS GOLF TOURNAMENT TO LOCAL ENTITIES. ADVANCE QUESTIONS OR COMMENTS MAY BE SUBMITTED TO NICK TATTON AT 636-3184 AND THOSE COMMENTS WILL BE PROVIDED TO THE CITY COUNCIL.

PUBLISHED IN THE EMERY TELCOM NEWS AUGUST 14th, 21st, 28th, 2024

APPROVAL AND DISTRIBUTION OF INTERNATIONAL DAYS...

*RECOMMENDED INTERNATIONAL DAYS GOLF TOURNAMENT CHARITABLE USE OF
PROCEEDS 2024*

EXTERNAL TO PRICE CITY

1. UTAH STATE UNIVERSITY-EASTERN	
a. ADVANCMET CMTE SCHOLARSHIPS	\$2,000
2. UNITED WAY OF EASTERN UTAH	
a. LIVE LOVE LOCAL	\$500
3. CASTLE VALLEY CENTER	\$1,000
4. PRICE FIRE SMOKE DETECTORS	\$500
5. BOYS & GIRLS CLUB	\$500
6. ACTIVE RE-ENTRY	\$500
7. 2 ND CHANCE WILDLIFE REHAB	\$500
8. EMERGENCY UTILITY ASSISTANCE PROGRAM	\$1,000
9. PRICE CHAPEL ENTRY FLAG (annual commitment)	\$1,200

GRAND TOTAL **\$7,700**



Price City Council
August 28, 2024

Upper Price River Watershed Plan-EIS



Project Sponsors

- Price City
- Carbon Canal Company (co-sponsor)
- Price Wellington (co-sponsor)
- Gay Ditch (co-sponsor)

Lead Federal Agency (funding agency)

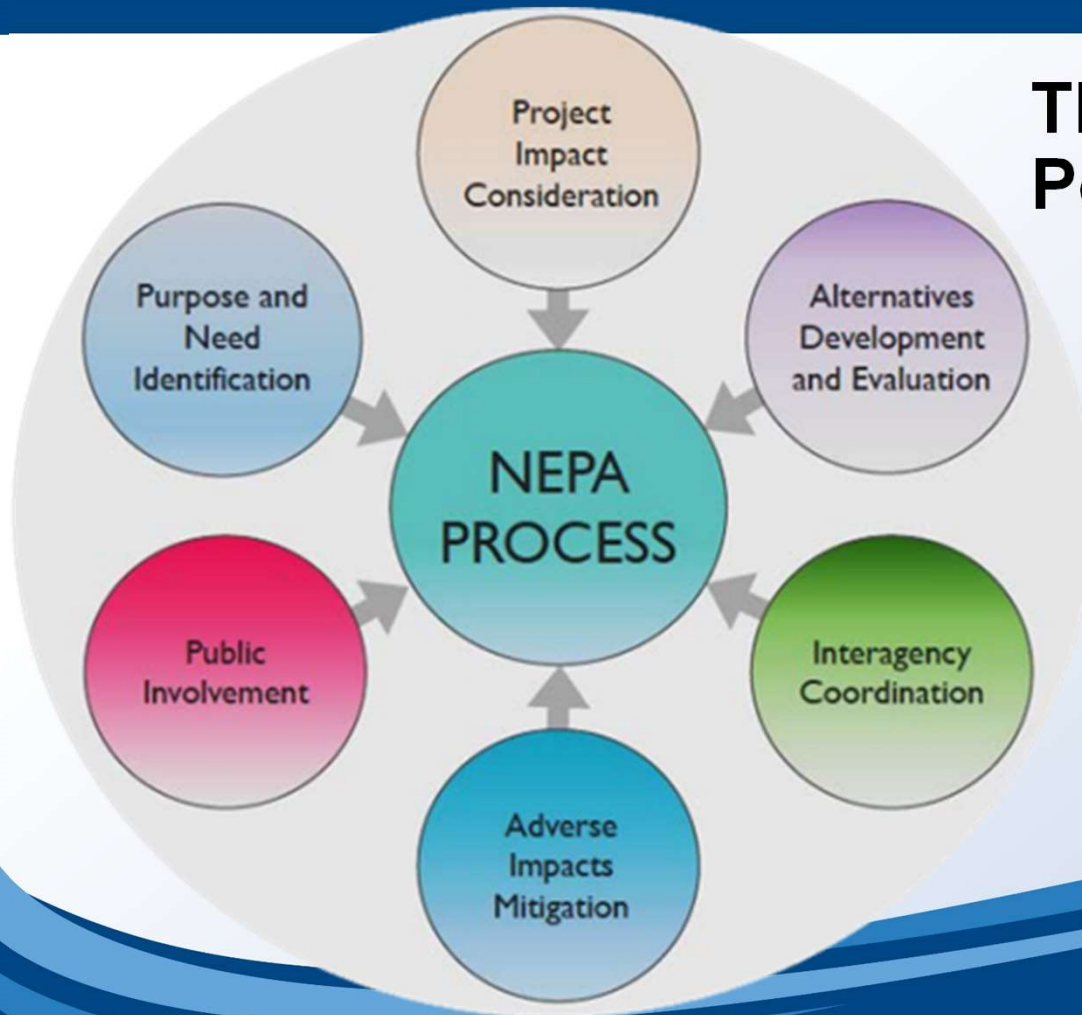
- NRCS (Natural Resources Conservation Service)

Cooperating Agencies

- EPA (Environmental Protection Agency)
- BLM (Bureau of Land Management)
- USACE (U.S. Army Corps of Engineers)



NEPA Overview



The National Environmental Policy Act (NEPA)

Project's Purpose and Need



Project Need:

The need for this project arises from water users in the Price River watershed experiencing **frequent or recurring water shortages** in their agricultural, industrial, municipal, and recreational water supplies.

Project Purposes:

- Improve **efficiency**, **resiliency**, and **reliability** of the existing water management system
- Allow for greater capacity for and **flexibility** in accommodating the needs of multiple uses, including municipal, industrial, agricultural, recreational, and environmental uses
- **Minimize downstream impacts** and **reduce** potential for damages resulting from either future **flooding** or drought events



Public Involvement

- Price City website
 - <https://www.upperpricerivereis.com/>
- Initial Project Scoping
- Mid-project notice
- Email to:
 - Stakeholders
 - Agencies/State
 - Local municipalities
- ETV News
- Presentations
 - Helper City Council
 - Price City Council



Alternatives Development



Action Alternatives Include:

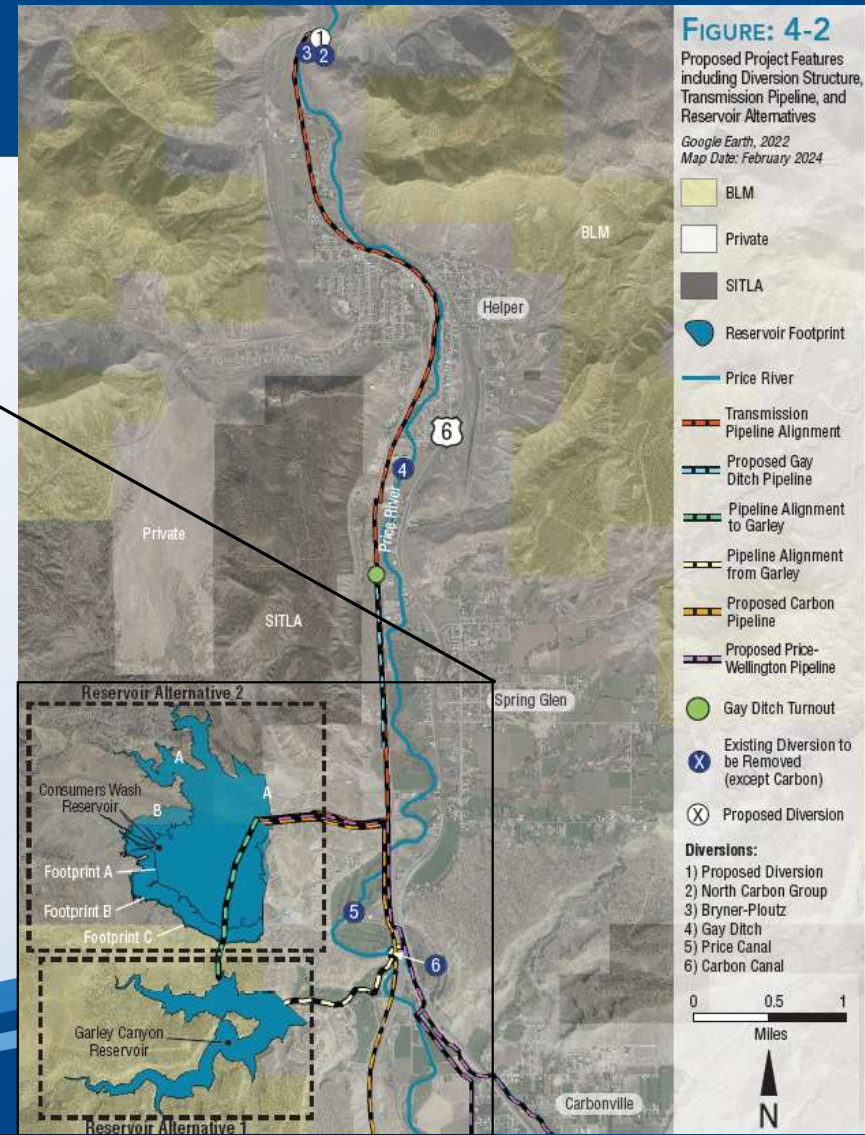
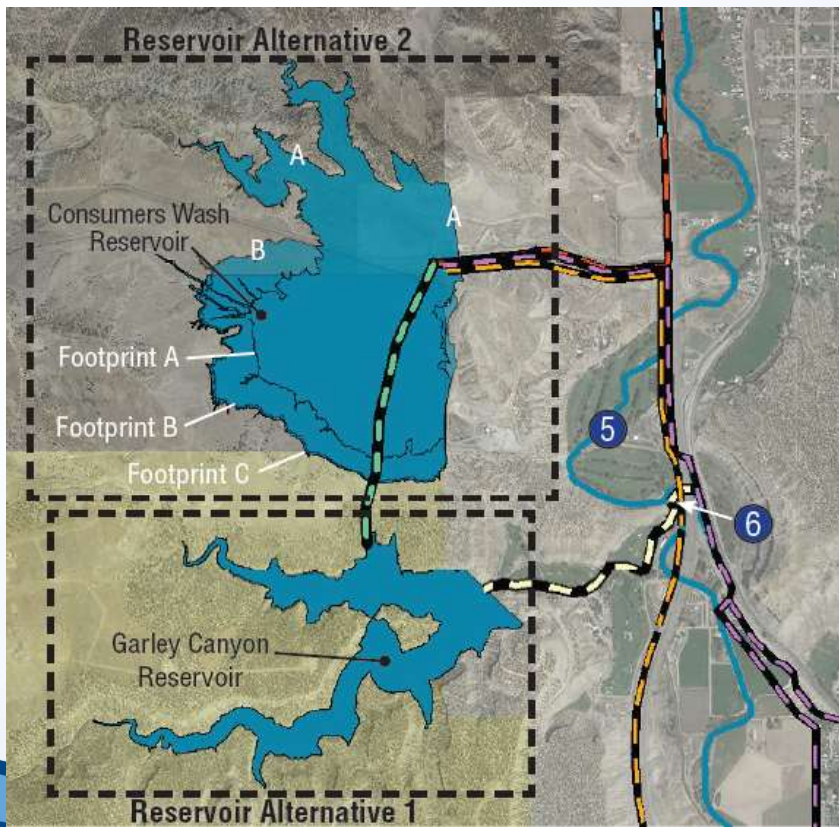
- Reservoir Alternatives
 - Diversion Structure
 - Transmission Line
 - Storage reservoir with regulating capacity (7,500 ac-ft)
 - Garley Canyon
 - Consumers Wash Footprint A, B, or C
- Irrigation System Piping – 5 Alternatives
 - Gay Ditch (0.9 miles)
 - Price-Wellington Canal (21 miles)
 - Carbon Canal (33 miles)

No Action













Reservoir Alternatives

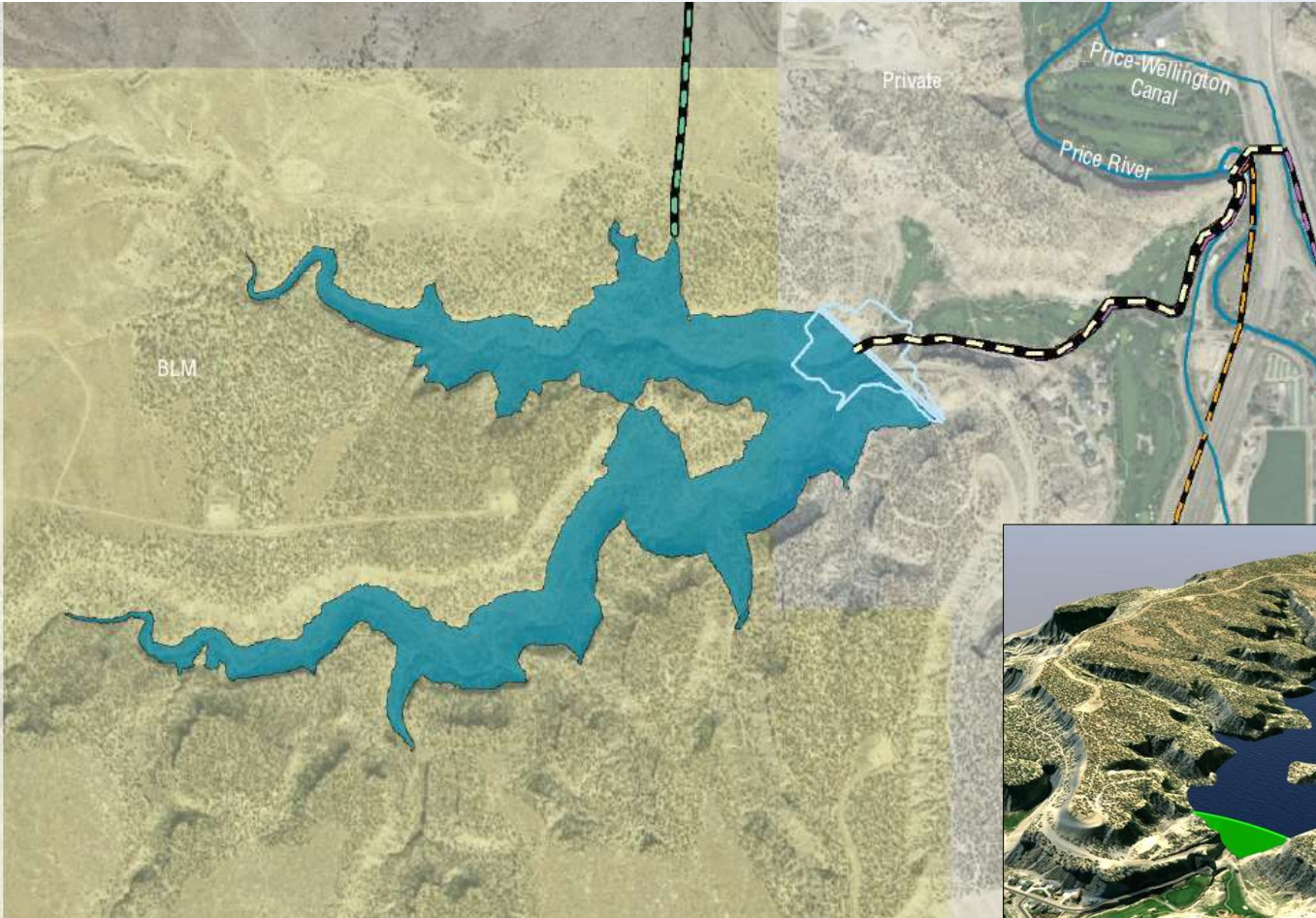
Includes: diversion structure, transmission pipeline and a 7,500 acre-foot reservoir site



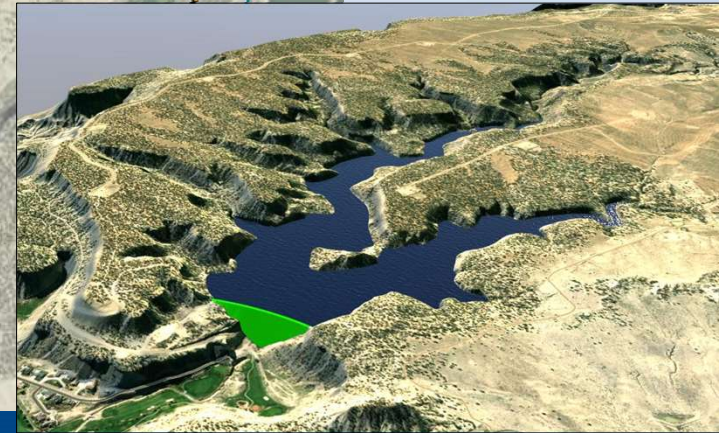
Reservoir Alternative – Garley Canyon

© 2024 HxGN Content Program,
Hexagon (2021)
Map Updated: May 2024

-  BLM
-  Private
-  SITLA
-  Garley Reservoir Footprint
-  Garley Reservoir Embankment
-  Existing Open Water and Canals
-  Pipeline Alignment to Garley
-  Proposed Price-Wellington Pipeline
-  Proposed Carbon Pipeline
-  Pipeline Alignment from Garley



Rendering

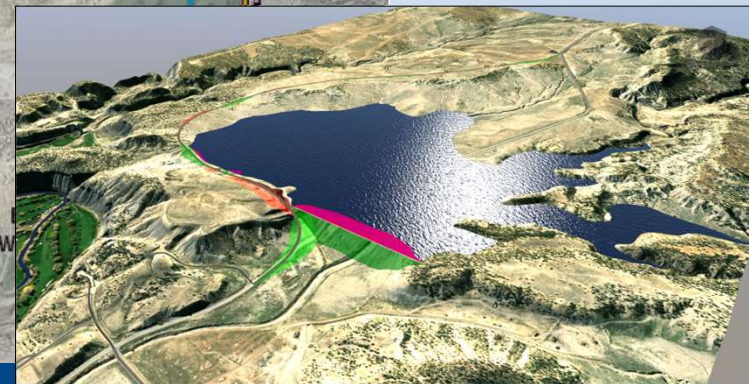


Reservoir Alternative – Consumers Wash A

Completed Tasks



Rendering

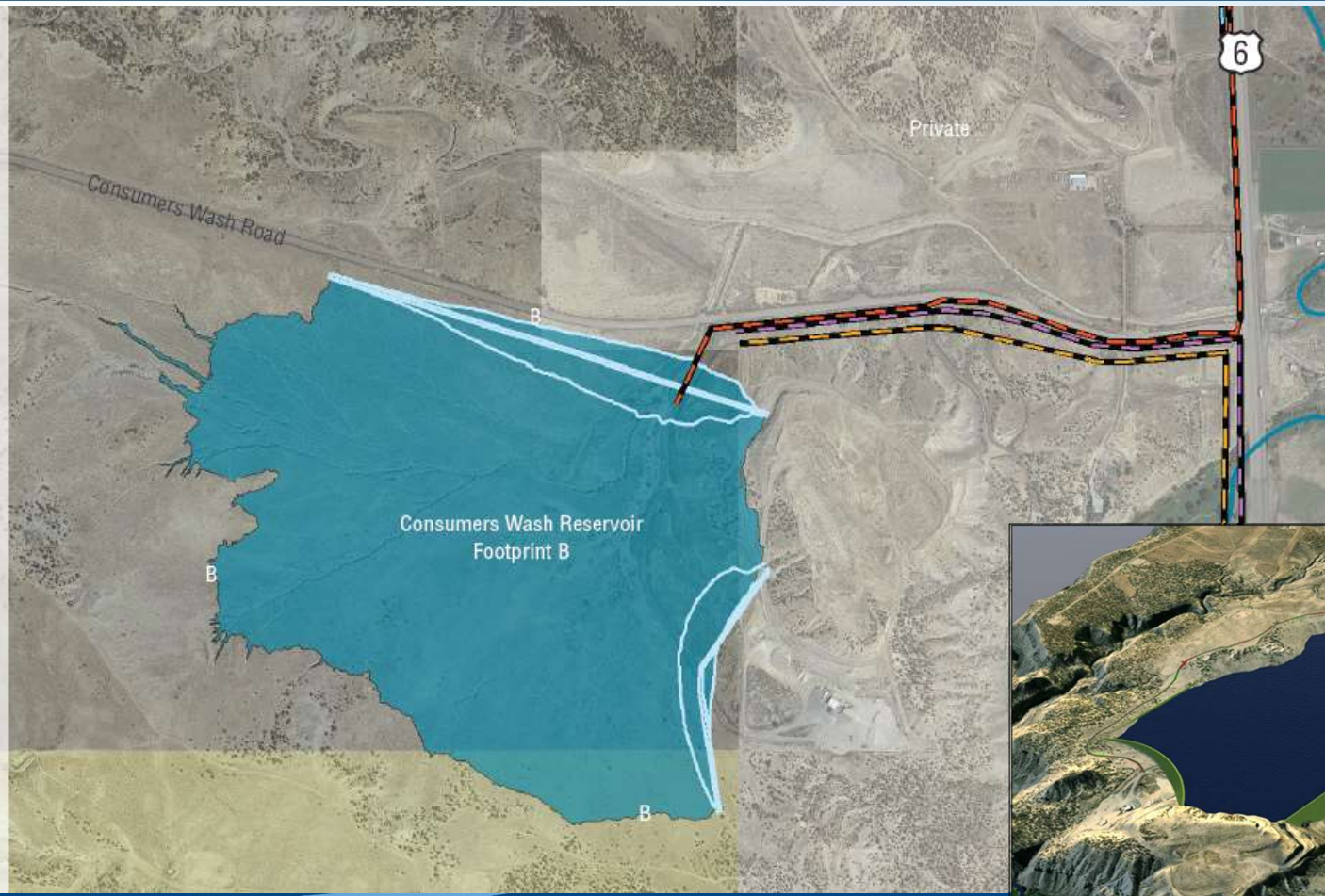
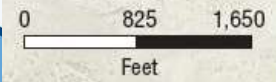


Alternatives – Consumers Wash B

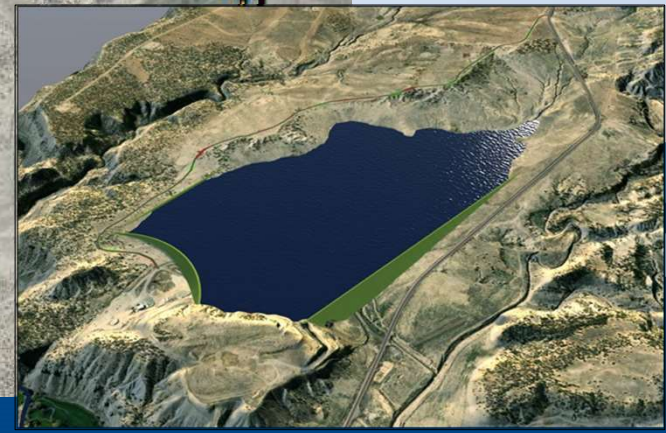
Completed Tasks

Google Earth, 2022
Map Date: February 2024

- BLM
- Private
- SITLA
- Consumers Wash Reservoir Footprint
- Consumers Wash Embankment
- Existing Open Water and Canals
- Transmission Pipeline Alignment
- Proposed Price-Wellington Pipeline
- Proposed Carbon Pipeline
- Proposed Gay Ditch Pipeline



Rendering



Reservoir Alternatives – Consumers Wash C

Completed Tasks

Google Earth, 2022
Map Date: February 2024

- BLM
- Private
- SITLA
- Consumers Wash Reservoir Footprint
- Consumers Wash Embankment
- Existing Open Water and Canals
- Transmission Pipeline Alignment
- Proposed Price-Wellington Pipeline
- Proposed Carbon Pipeline
- Proposed Gay Ditch Pipeline

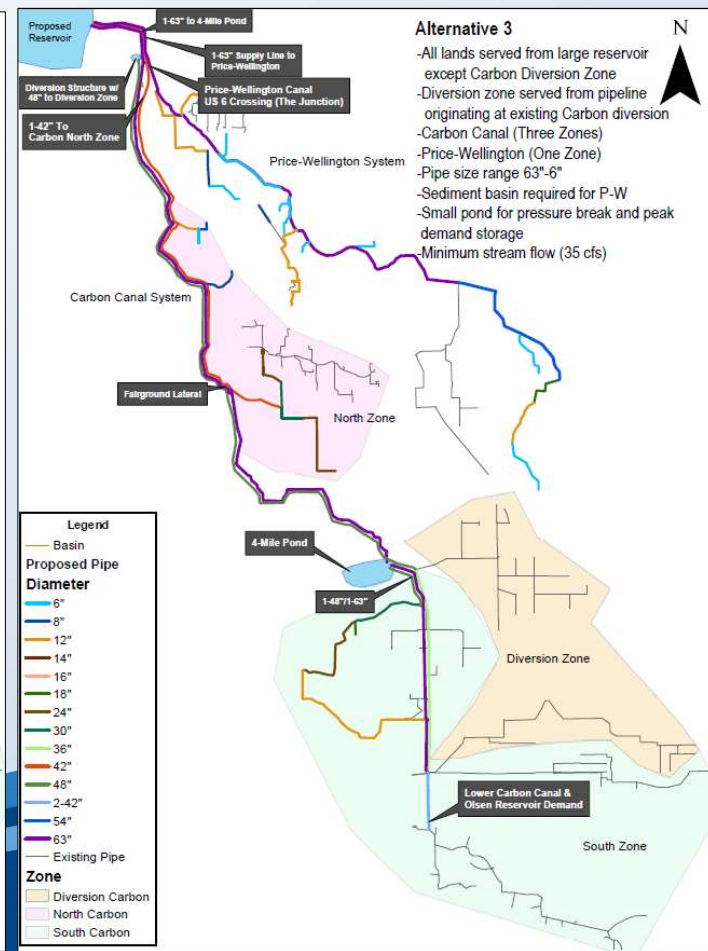
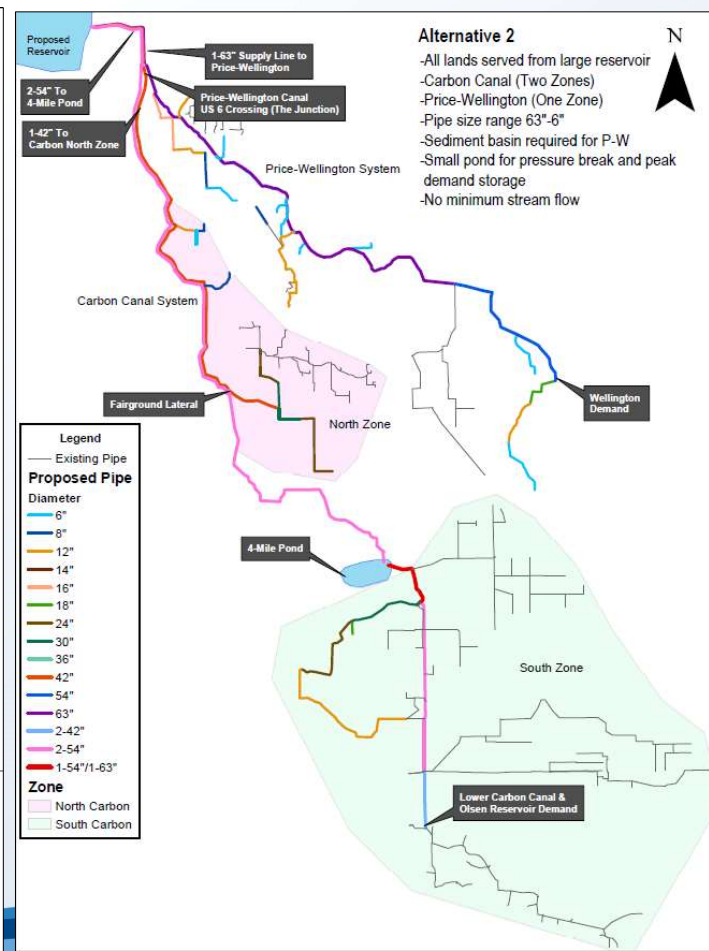
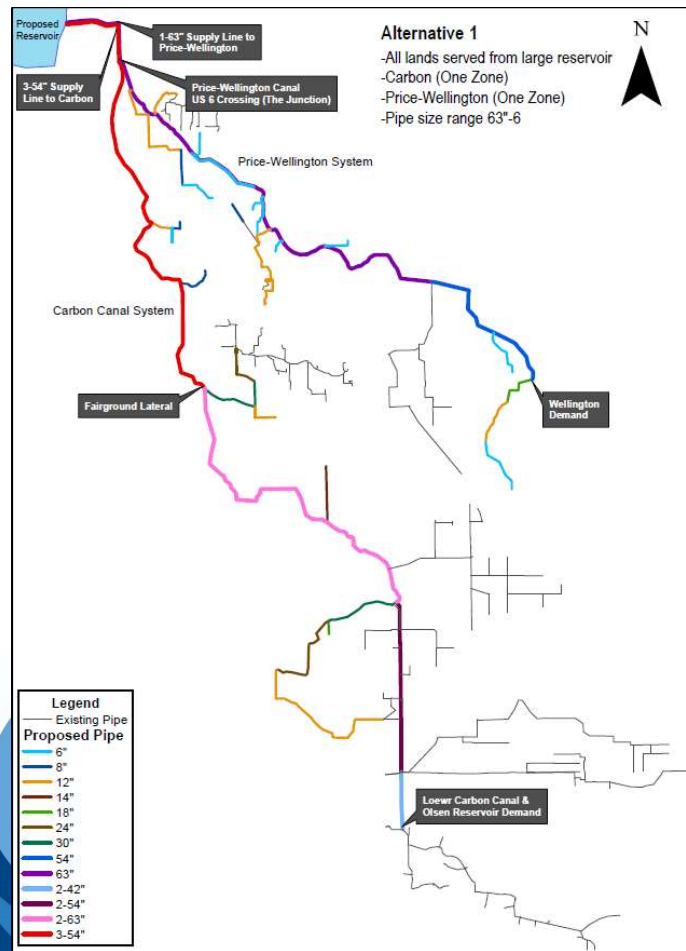
0 825 1,650
Feet



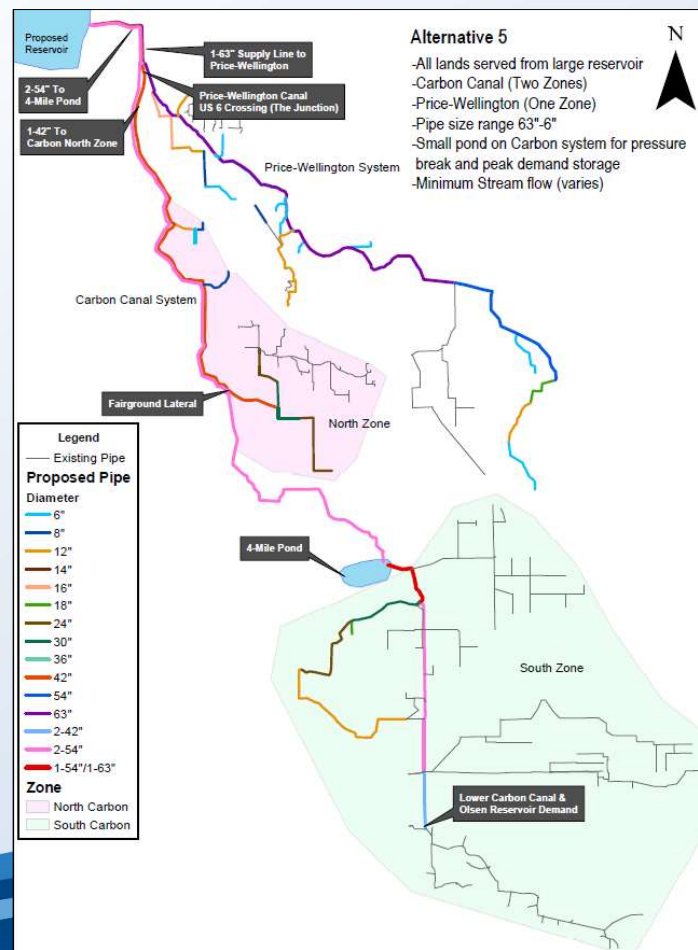
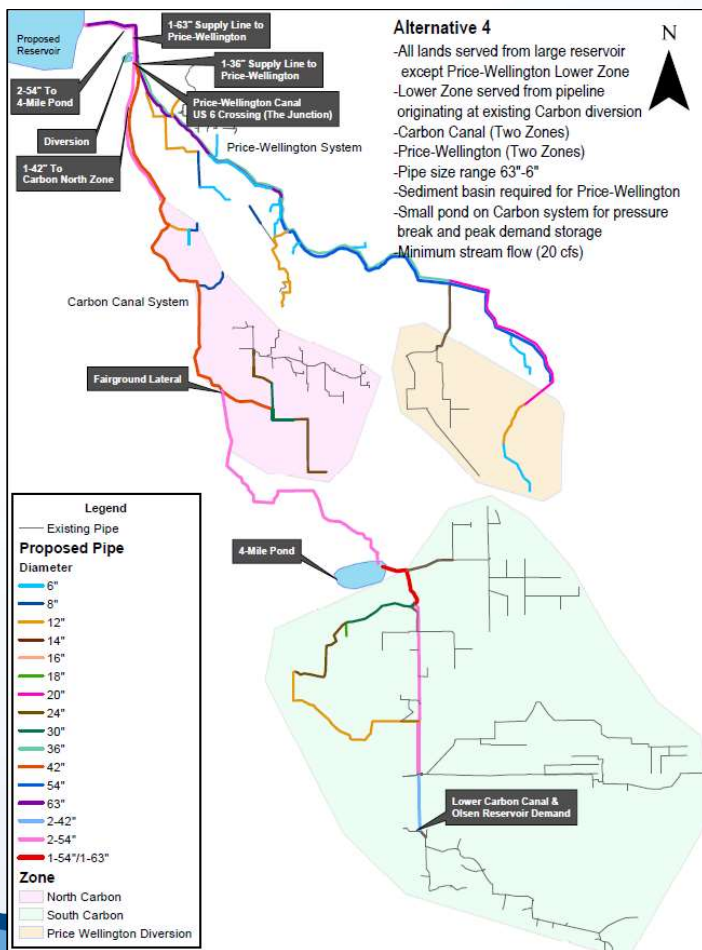
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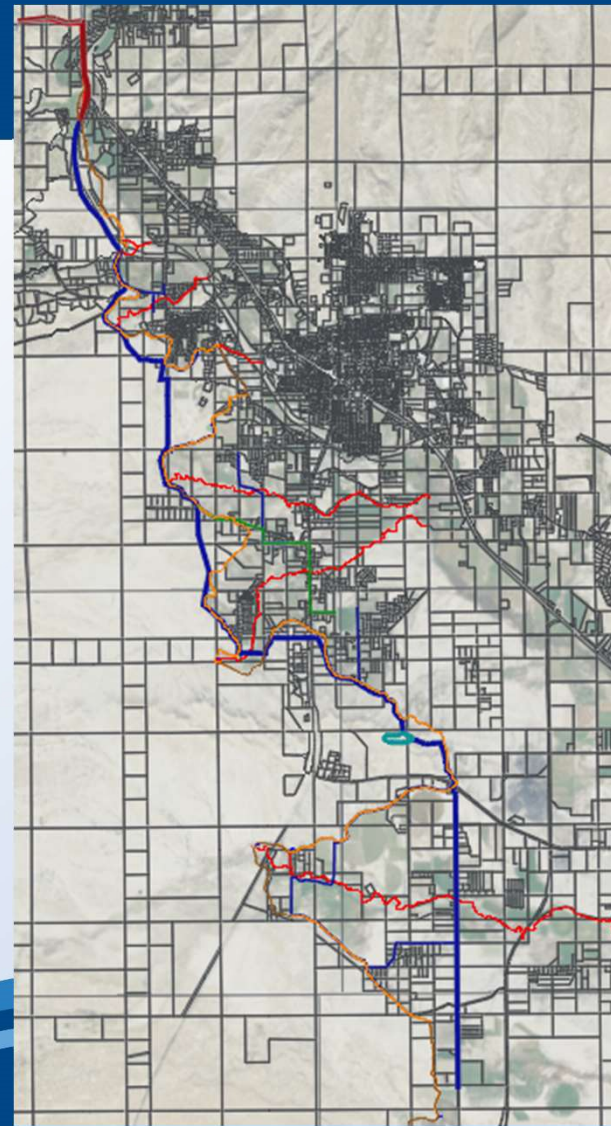
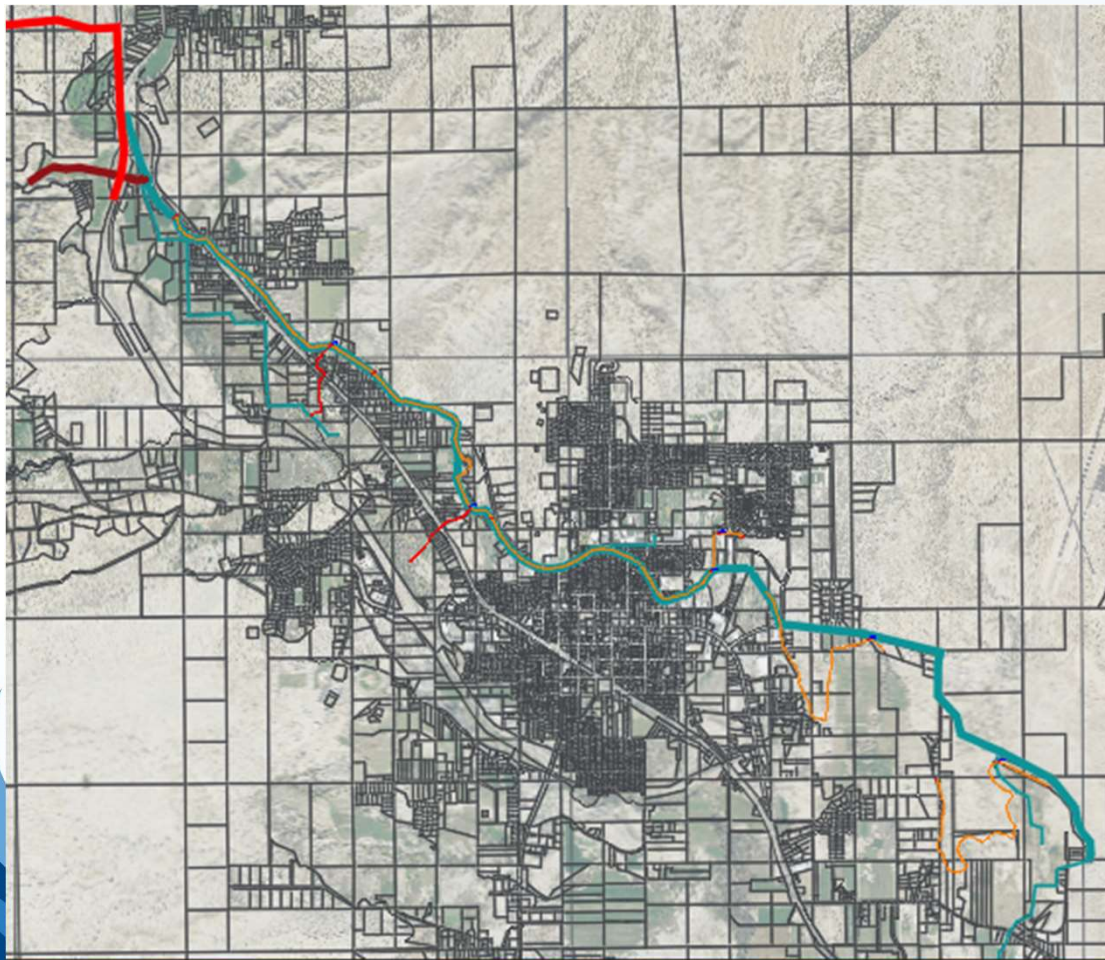
Irrigation System Alternatives



Irrigation System Alternatives (Cont.)



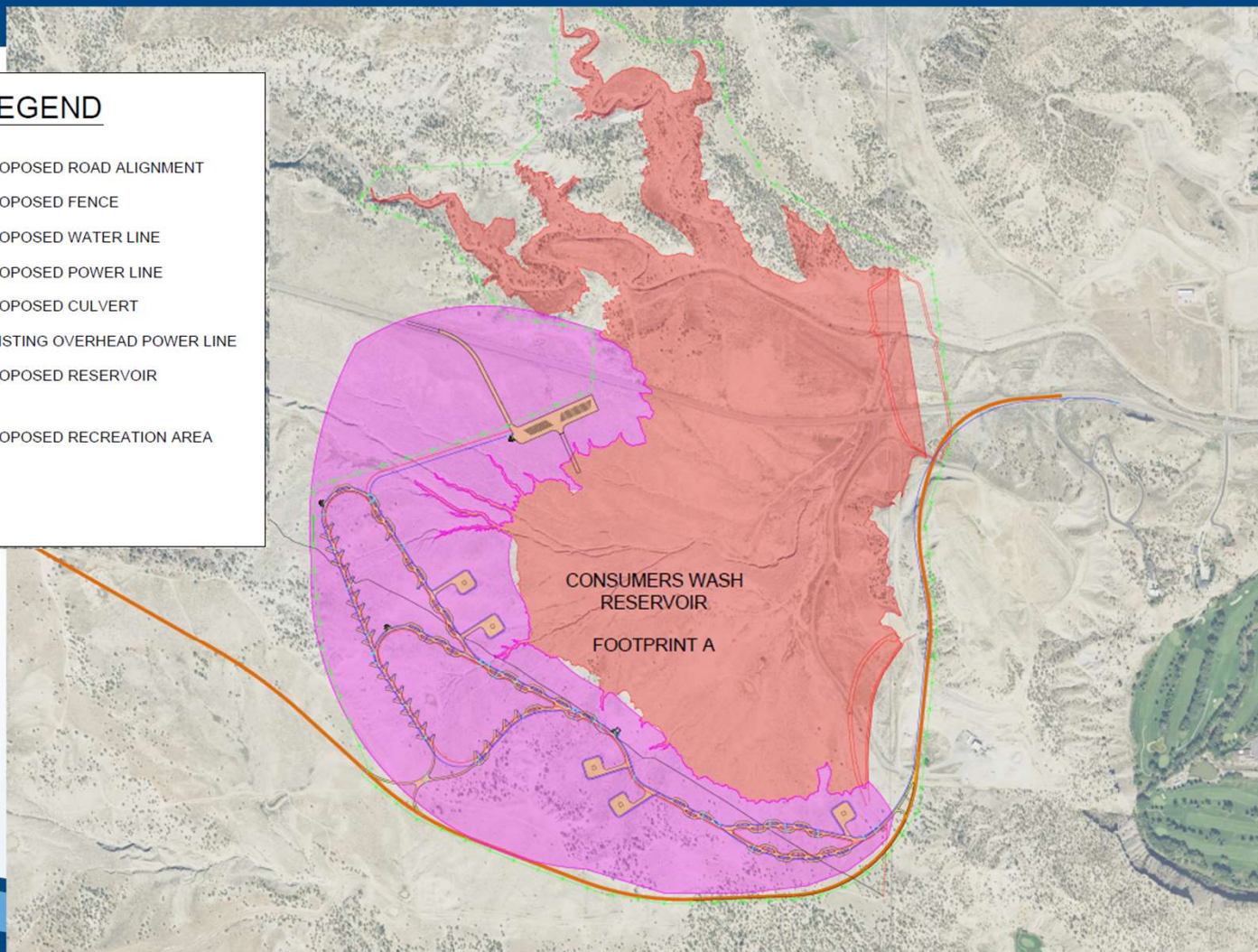
Storm Drain Update



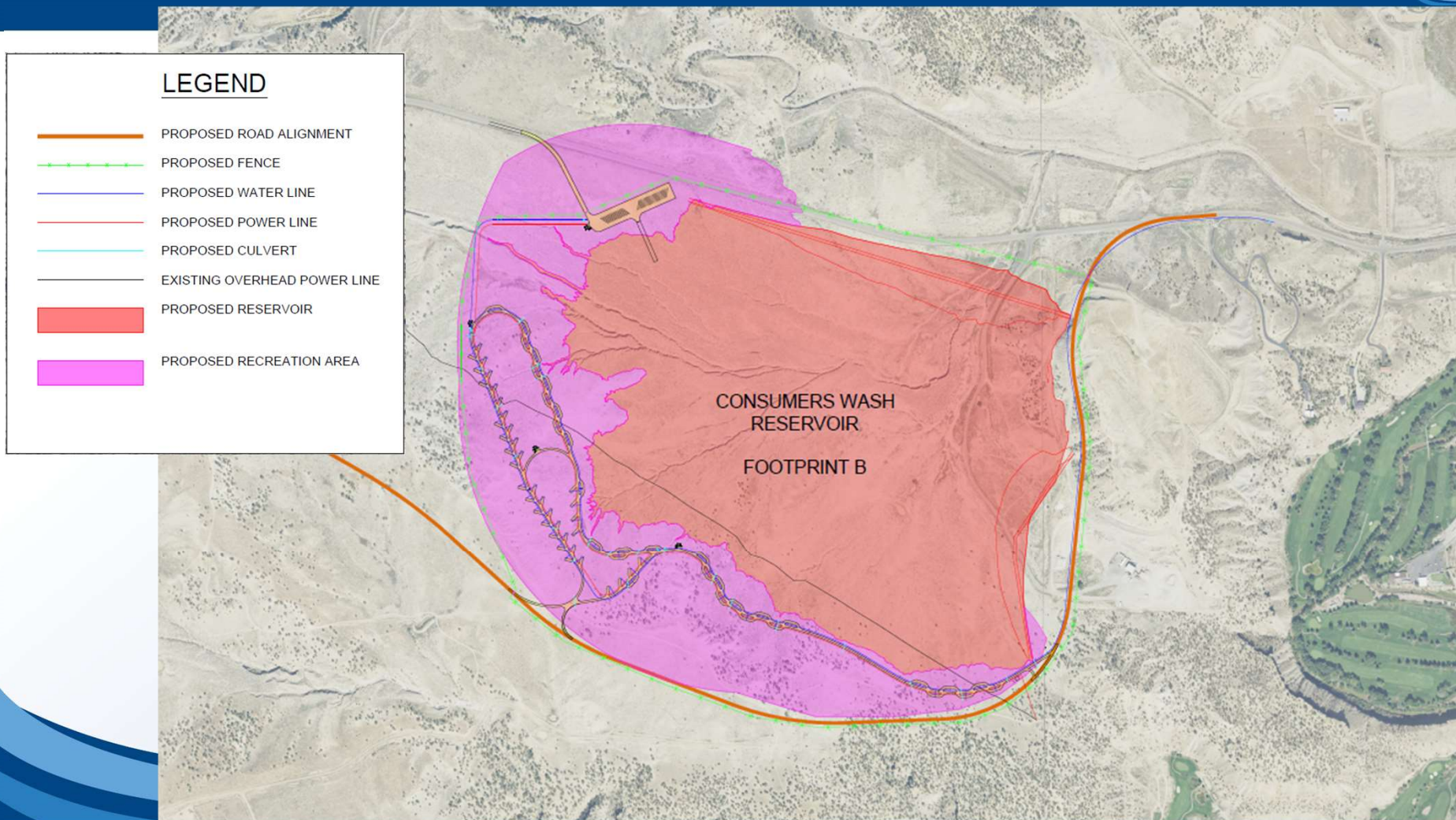
Recreation

LEGEND

- PROPOSED ROAD ALIGNMENT
- PROPOSED FENCE
- PROPOSED WATER LINE
- PROPOSED POWER LINE
- PROPOSED CULVERT
- EXISTING OVERHEAD POWER LINE
- PROPOSED RESERVOIR
- PROPOSED RECREATION AREA



Recreation



Project Funding



NRCS PL83-566 Funding:

Three Phases

1. Planning/NEPA (100%)
2. Design (100%)
3. Construction (varies)
 - Ag management 75%
 - Flood management 100%
 - Recreation 50%

A screenshot of the Natural Resources Conservation Service (NRCS) website. The page title is "Upper Price River Watershed (Sponsor = Price City)". The navigation menu includes "CONSERVATION BASICS", "GETTING ASSISTANCE", "PROGRAMS & INITIATIVES", "RESOURCES", "NEWS & EVENTS", and "CONTACT". The breadcrumb trail is "Home > Conservation Basics > Natural Resource Concerns > Watersheds > Upper Price River Watershed (Sponsor = Price City)". The main content area states: "The project is funded through authority of the Watershed Protection and Flood Prevention Act." The footer includes the NRCS logo and the text "Natural Resources Conservation Service nrcs.usda.gov".

An official website of the United States government [Here's how you know](#)

[Subscribe](#) [About NRCS](#) [farmers.gov](#) [USDA.gov](#) [State Offices](#)

USDA Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE

Q Search →

CONSERVATION BASICS GETTING ASSISTANCE PROGRAMS & INITIATIVES RESOURCES NEWS & EVENTS CONTACT

Upper Price River Watershed (Sponsor = Price City)

[Home](#) > [Conservation Basics](#) > [Natural Resource Concerns](#) > [Watersheds](#) > Upper Price River Watershed (Sponsor = Price City)

The project is funded through authority of the Watershed Protection and Flood Prevention Act.

Natural Resources Conservation Service
nrcs.usda.gov

Ongoing Tasks & Next Steps



- Project Coordination
- Economic Evaluation
- Plan-EIS (NEPA)
 - Finalize Preliminary Draft document
 - Agency concurrence
- Public Involvement
 - Draft EIS and Public Hearing expected in Winter 2024/2025



Schedule



- PDEIS – Fall 2024
- DEIS – Winter 2024
- Public Hearing - Winter 2024/2025
- FEIS – Spring 2025
- ROD/Chief Authorization – Summer 2025

Note: Schedule is dependent on NRCS review times



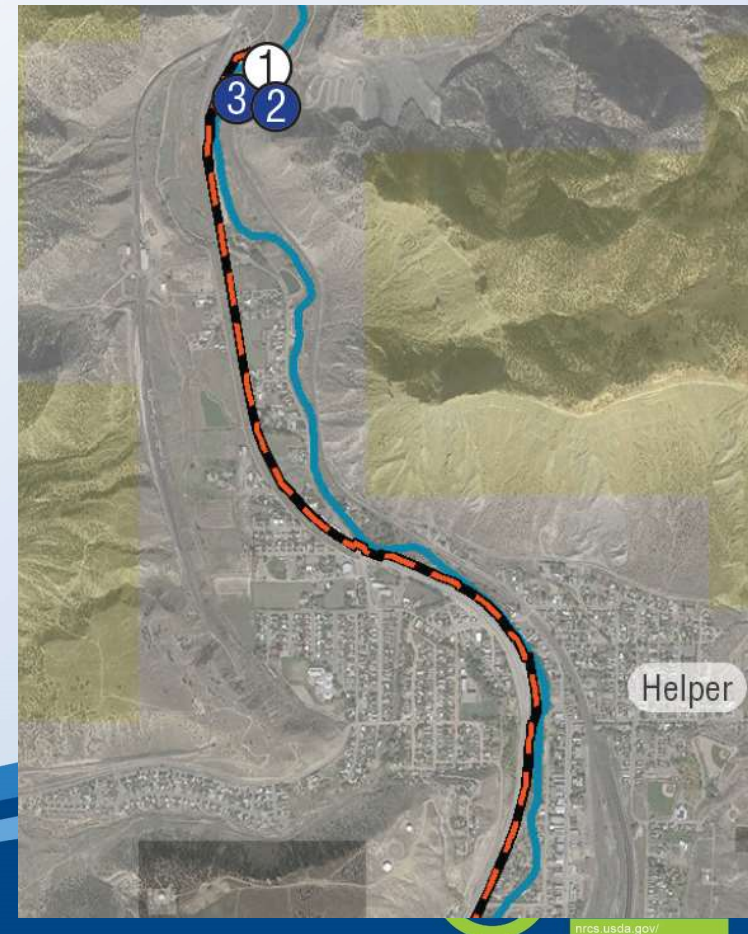
Questions



Price River



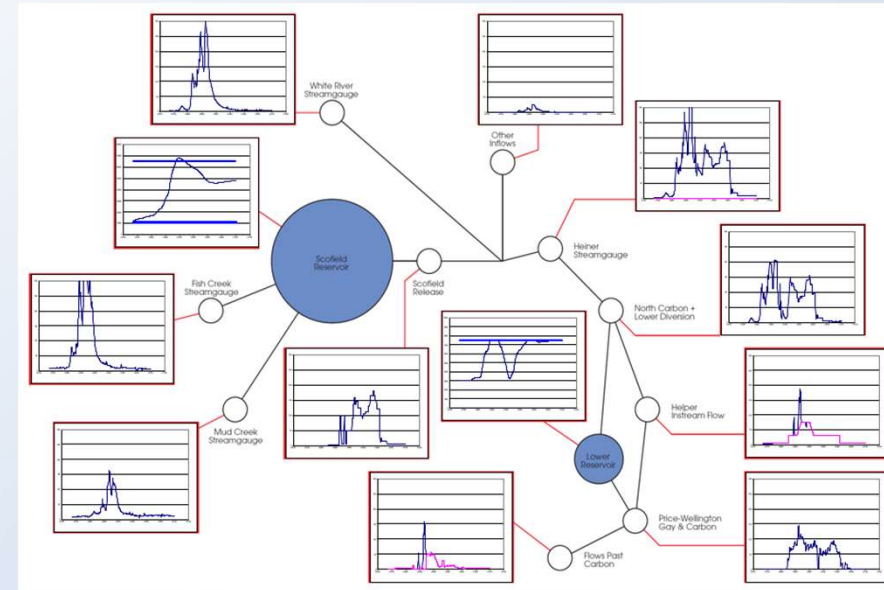
- Water Rights on the River
 - M&I users
 - Irrigation users
 - Exchanges - M&I and irrigators
 - New reservoir – extension of Scofield Reservoir
- Analyzed historical water usage
- Evaluated options
 - When to fill reservoir
 - Minimum in-stream flows
 - Pump to get water into system



nrcs.usda.gov

River Flows With Project

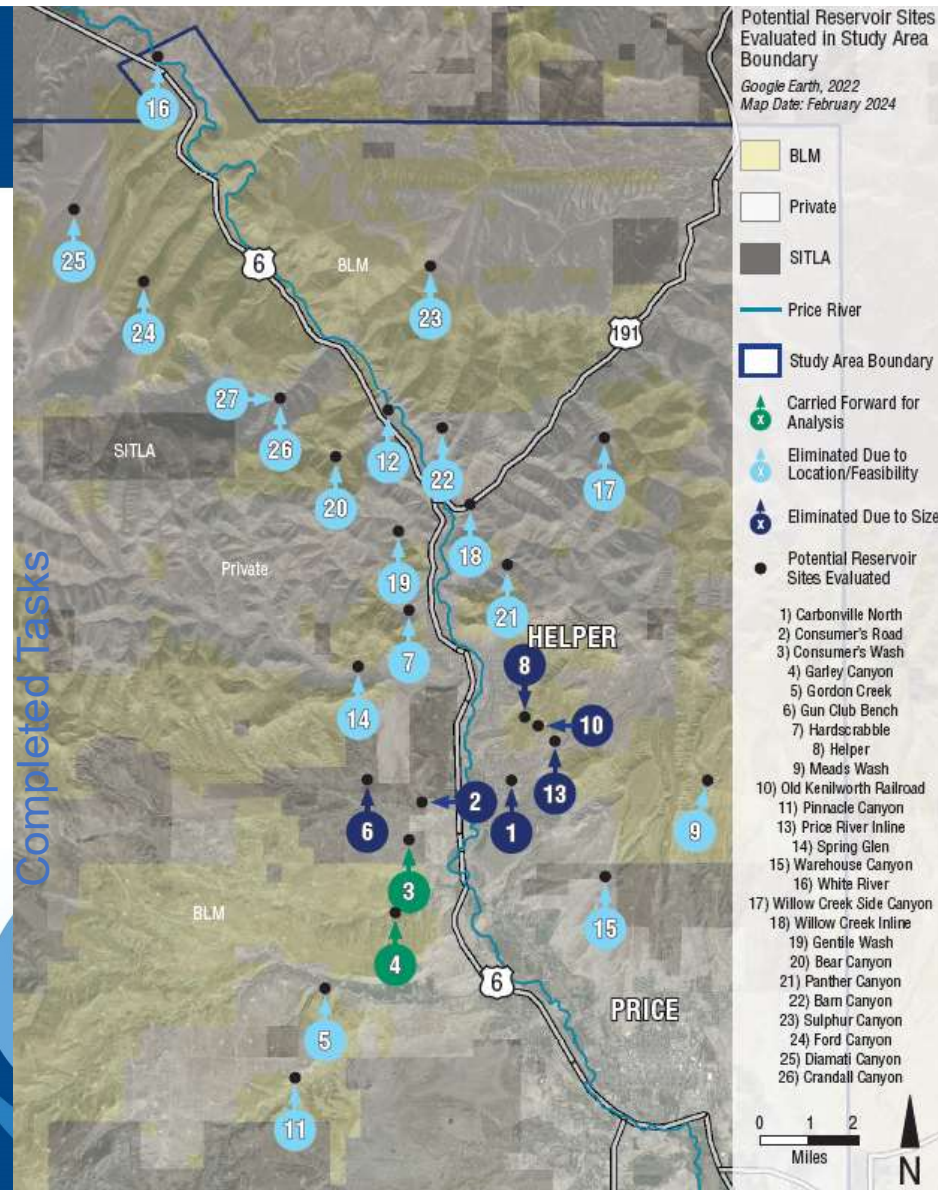
- Greatest flows during spring runoff
 - Use to “fill” reservoir & for spring irrigation demands
- River flows under project
 - Divert up to 190 cfs into pipeline
 - Minimal change during spring
 - Changes once irrigators fulfill demands from Scofield
 - Possible minimum stream flow below diversion
 - Considerations included river recreation and fish habitat



Potential Locations

NEW STORAGE RESERVOIR

- | | |
|------------------------------------|-------------------------------------|
| 1. Carbonville North | 14. Spring Canyon |
| 2. Consumer's Road | 15. Warehouse Canyon |
| 3. Consumer's Wash | 16. White River |
| 4. Garley Canyon | 17. Willow Creek Side Canyon |
| 5. Gordon Creek | 18. Willow Creek Inline |
| 6. Gun Club Bench | 19. Gentile Wash |
| 7. Hardscrabble | 20. Bear Canyon |
| 8. Helper | 21. Panther Canyon |
| 9. Meads Wash | 22. Barn Canyon |
| 10. Old Kenilworth Railroad | 23. Sulphur Canyon |
| 11. Pinnacle Canyon | 24. Ford Canyon |
| 12. Price River Inline | 25. Diamanti Canyon |
| 13. Spring Glen | 26. Crandall Canyon |

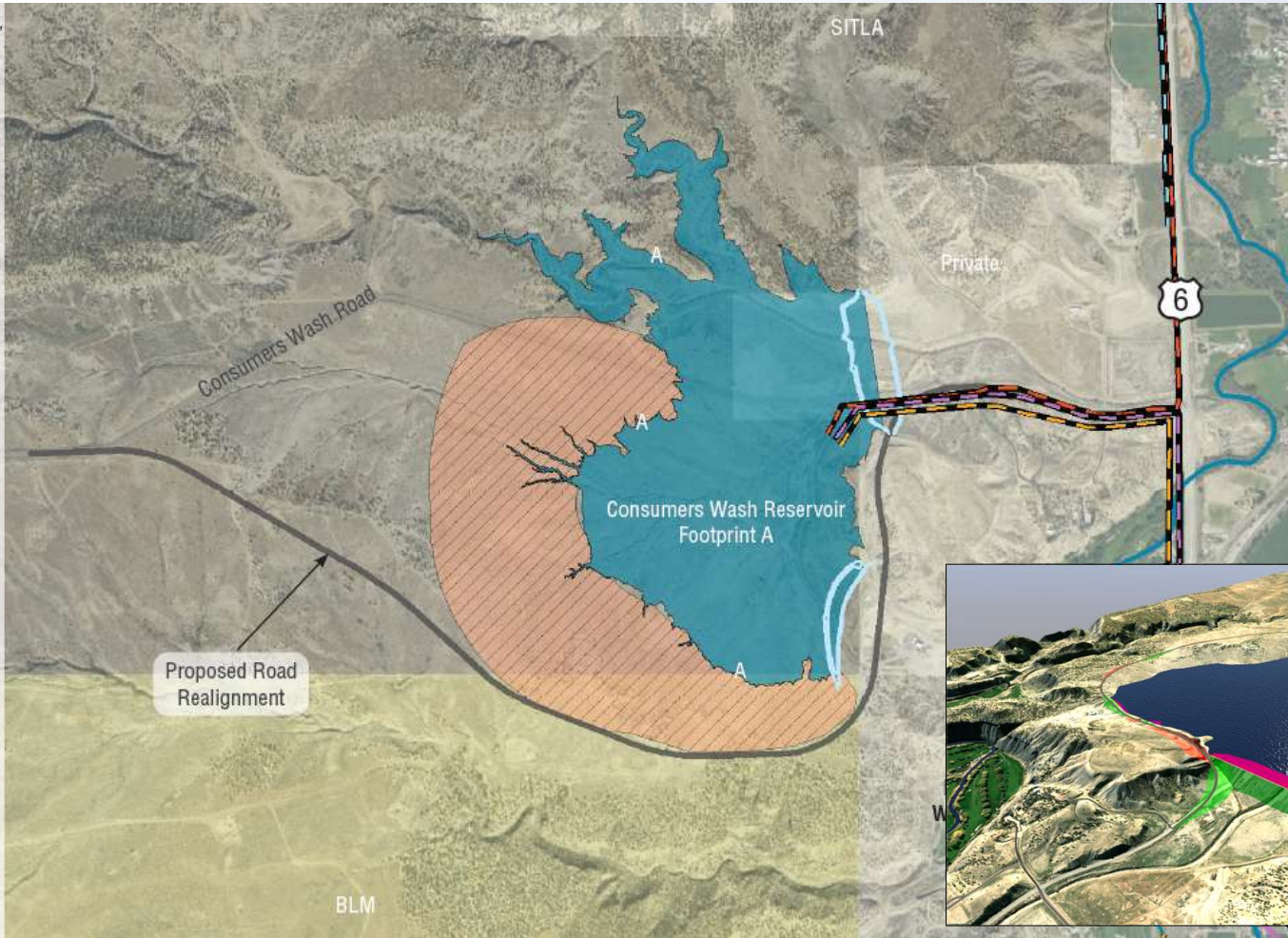


Completed Tasks

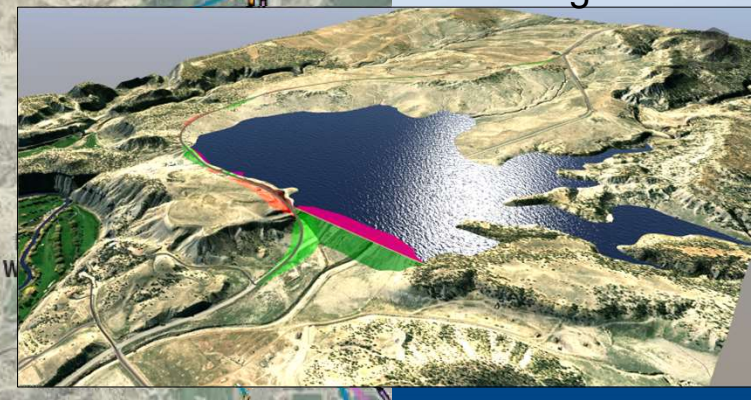
Reservoir Alternative – Consumers Wash A

© 2024 HxGN Content Program,
Hexagon (2021)
Map Updated: May 2024

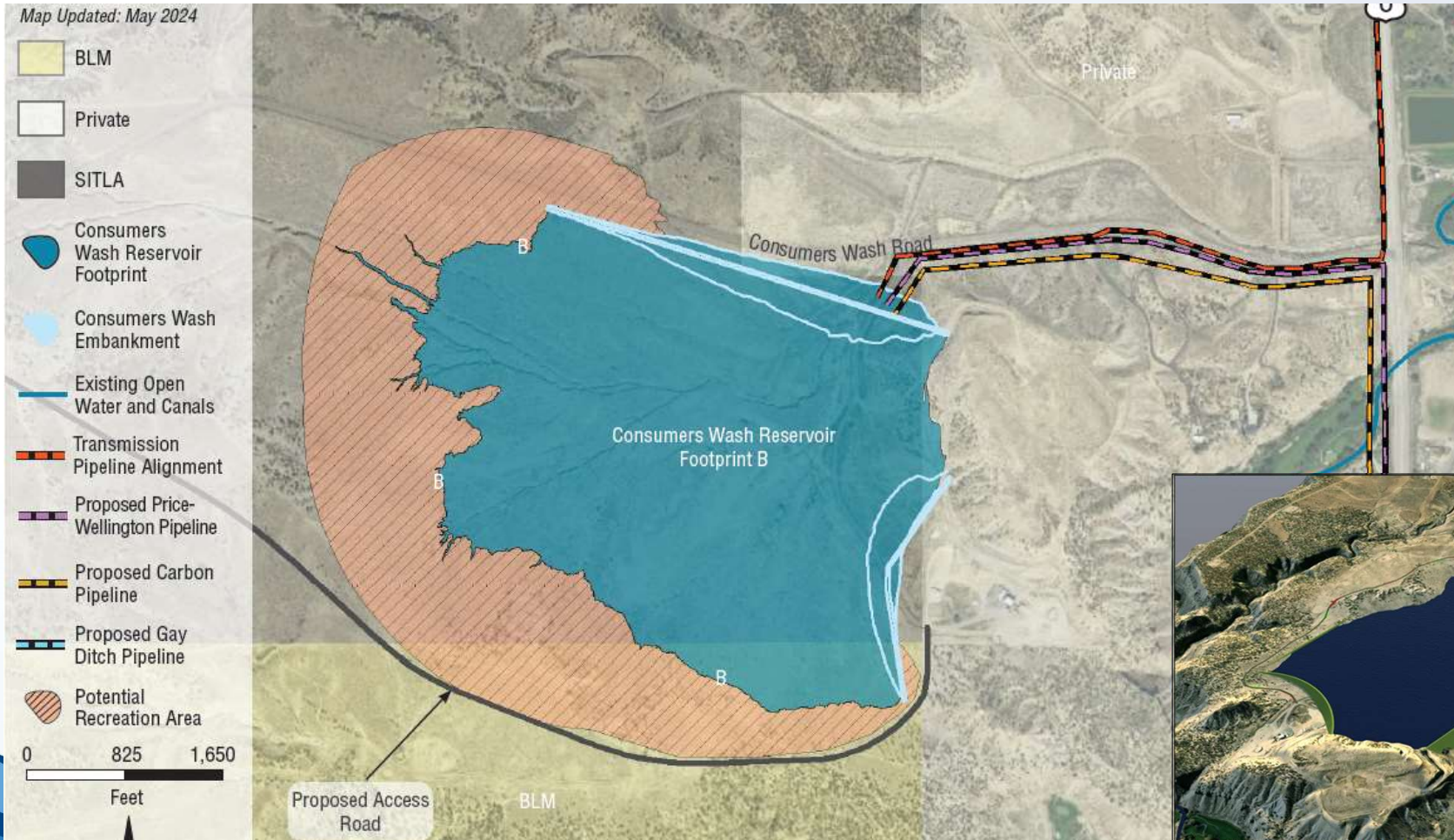
- BLM
 - Private
 - SITLA
 - Consumers Wash Reservoir Footprint
 - Consumers Wash Embankment
 - Existing Open Water and Canals
 - Transmission Pipeline Alignment
 - Proposed Price-Wellington Pipeline
 - Proposed Carbon Pipeline
 - Proposed Gay Ditch Pipeline
 - Potential Recreation Area
- 0 1,250 2,500
Feet



Rendering



Alternatives – Consumers Wash B



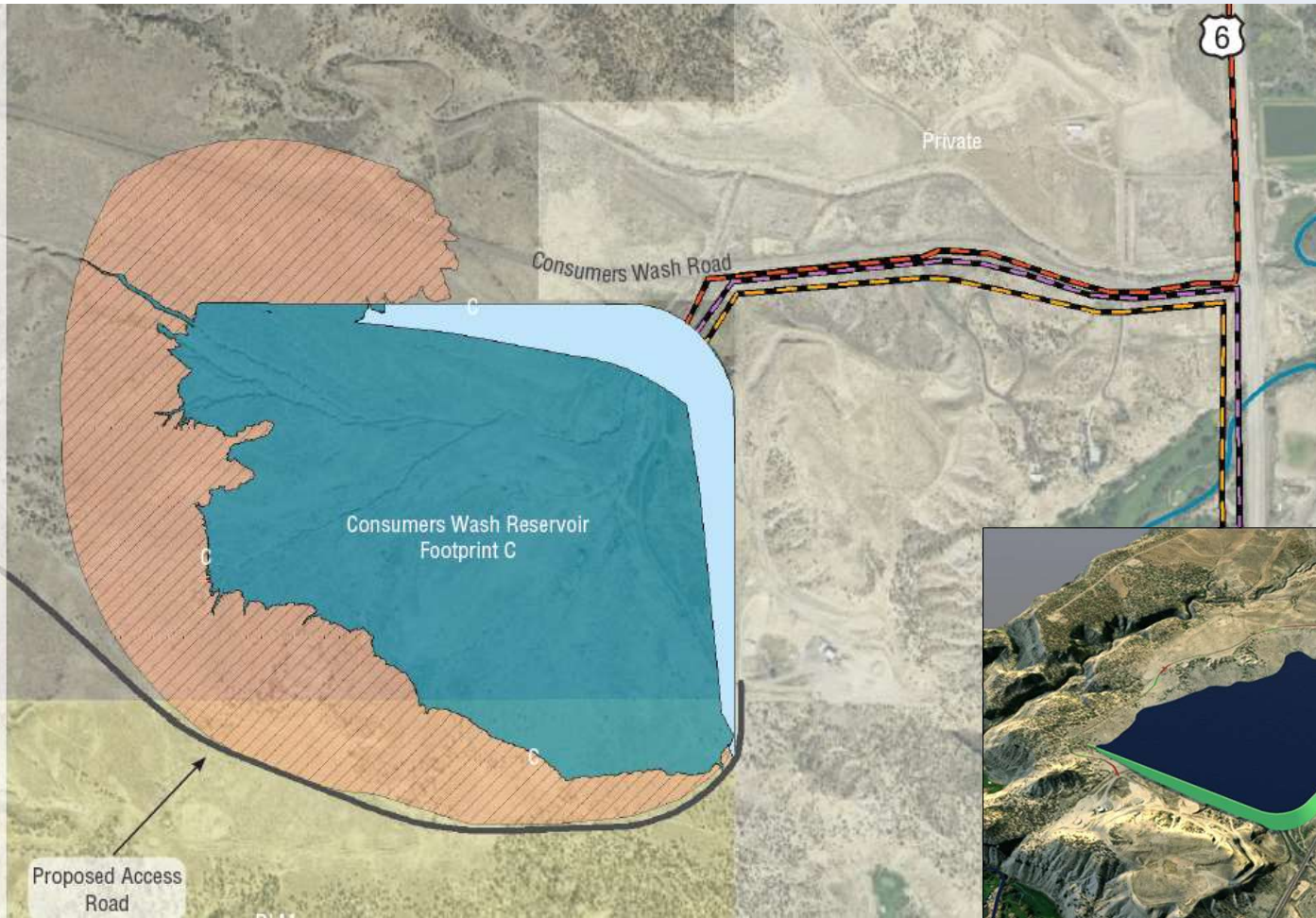
Rendering



Reservoir Alternatives – Consumers Wash C

Map Updated: May 2024

- BLM
 - Private
 - SITLA
 - Consumers Wash Reservoir Footprint
 - Consumers Wash Embankment
 - Existing Open Water and Canals
 - Transmission Pipeline Alignment
 - Proposed Price-Wellington Pipeline
 - Proposed Carbon Pipeline
 - Proposed Gay Ditch Pipeline
 - Potential Recreation Area
- 0 825 1,650
Feet



Rendering



FIGURE: 1

Land Ownership and Garley Canyon Reservoir Footprint

ESRI, 2022

Map Date: March 2024

- Garley Canyon Reservoir Footprint
- Boundary/Potential Cut-fill
- Proposed Road Realignment
- Garley Canyon Embankment
- Existing Open Water and Canals
- Parcel Boundaries
- Garley-in Pipeline
- Transmission Pipeline Alignment
- Garley-out Pipeline
- AJB Holding Company-owned
- Geneva Rock Products
- Lee/Lowdermilk Property
- BLM
- SITLA
- Private-Other

Acreage Impacted by Garley	
Property Owner	Acreage*
AJB Holding Company	10.9 acres
Geneva Rock Products	0.3 acres
Lee/Lowdermilk Property	19.1 acres
BLM	120.00 acres
SITLA	17.6 acres

*Estimated

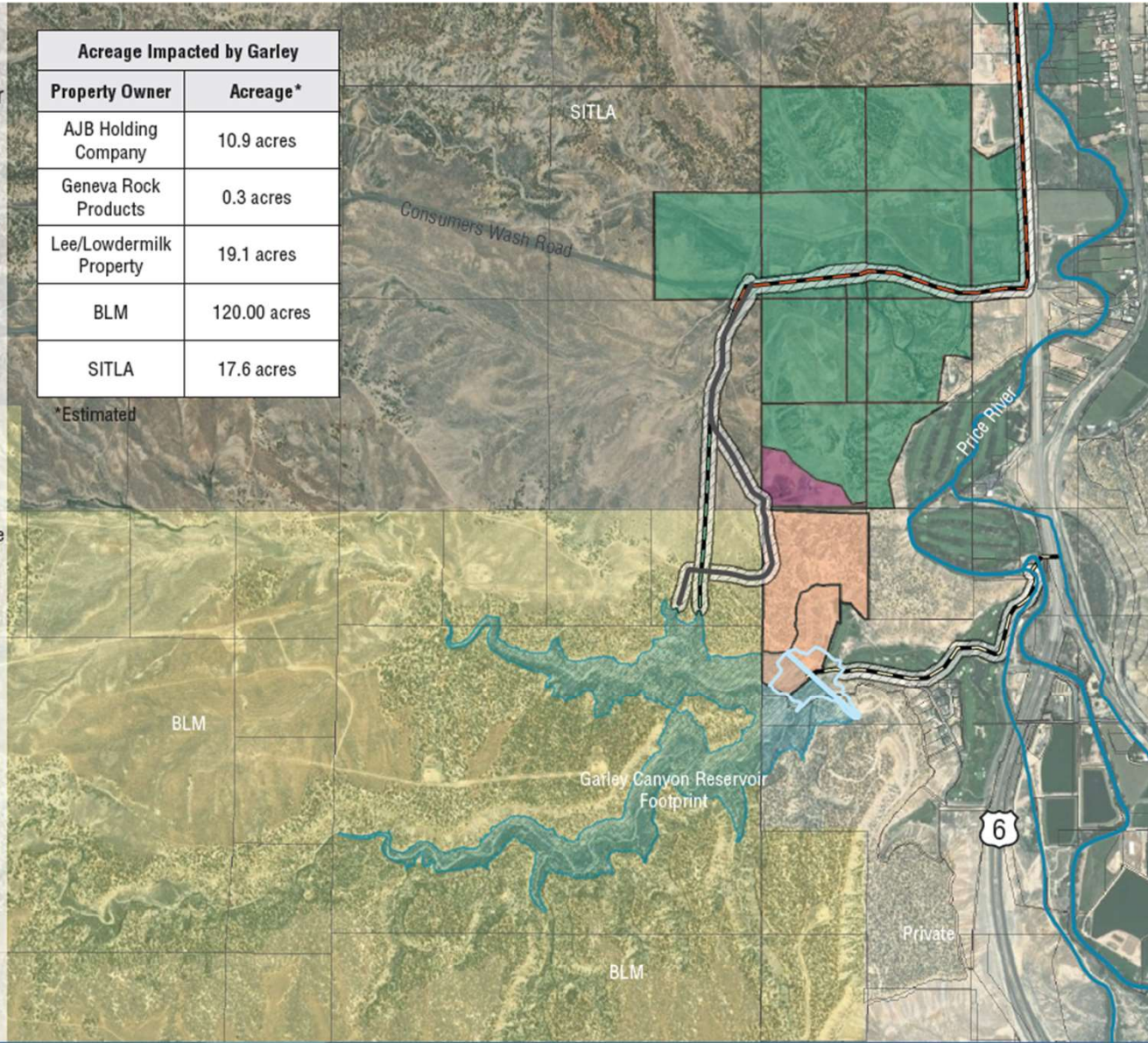















FIGURE 2

Land Ownership and Consumers Wash Reservoir Footprint A

ESRI, 2022

Map Date: March 2024

-  Consumers Wash Reservoir Footprint
-  Boundary/Potential Cut-fill
-  Proposed Road Realignment
-  Consumers Wash Embankment
-  Existing Open Water and Canals
-  Parcel Boundaries
-  Transmission Pipeline Alignment
-  AJB Holding Company
-  Geneva Rock Products
-  Lee/Lowdermilk Property
-  BLM
-  SITLA
-  Private-Other

Acreage Impacted by Footprint A	
Property Owner	Acreage*
AJB Holding Company	3.5 acres
Geneva Rock Products	4.5 acres
Lee/Lowdermilk Property	87 acres
BLM	22 acres
SITLA	242.5 acres

*Estimated

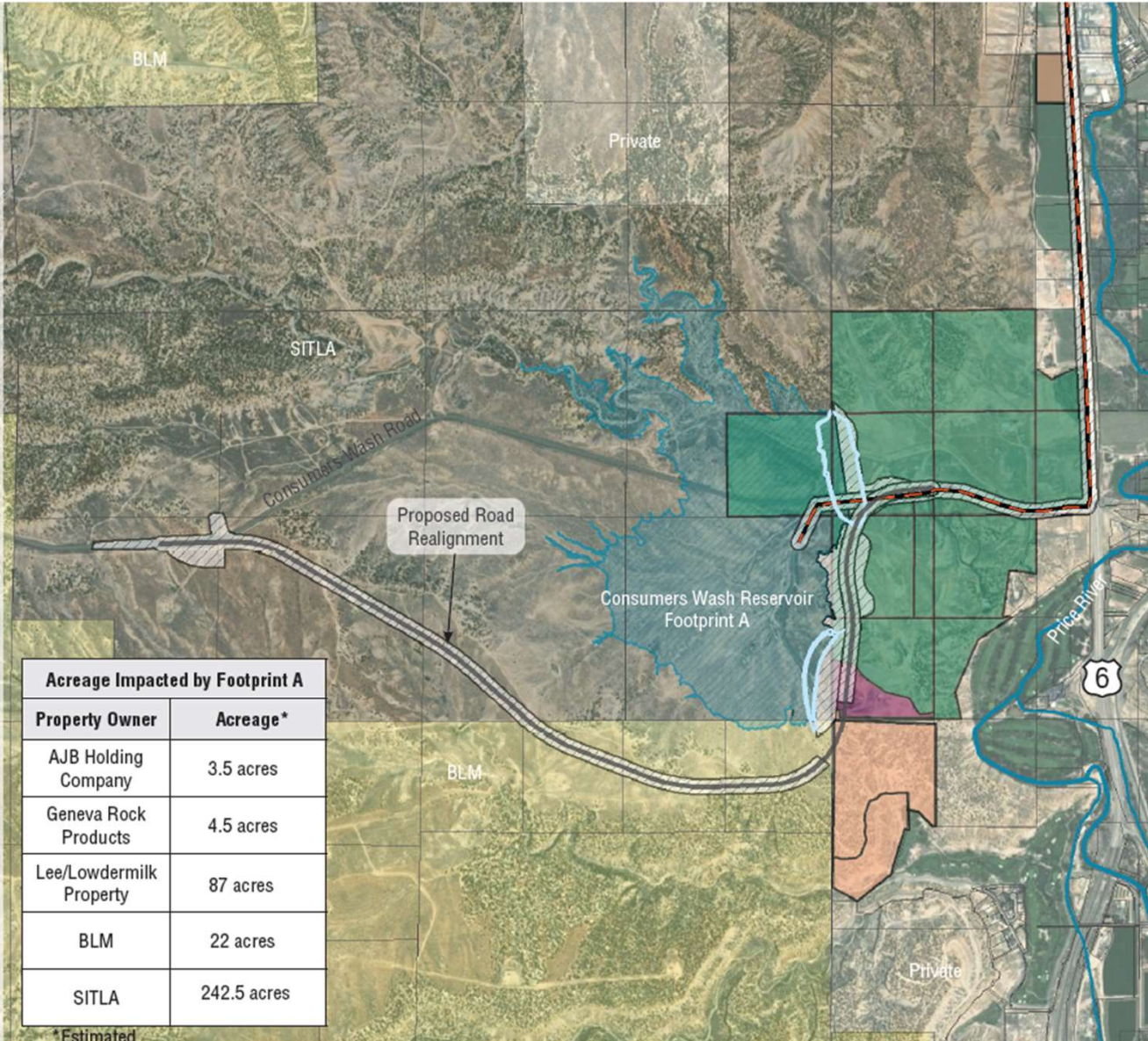















FIGURE: 3

Land Ownership and Consumers Wash Reservoir Footprint B

ESRI, 2022

Map Date: March 2024

-  Consumers Wash Reservoir Footprint
-  Boundary/Potential Cut-fill
-  Proposed Road Realignment
-  Consumers Wash Embankment
-  Existing Open Water and Canals
-  Parcel Boundaries
-  Transmission Pipeline Alignment
-  AJB Holding Company
-  Geneva Rock Products
-  Lee/Lowdermilk Property
-  BLM
-  SITLA
-  Private-Other

Acreage Impacted by Footprint B	
Property Owner	Acreage*
AJB Holding Company	2.7 acres
Geneva Rock Products	0.15 acres
Lee/Lowdermilk Property	23.2 acres
BLM	34.8 acres
SITLA	237.5 acres

*Estimated

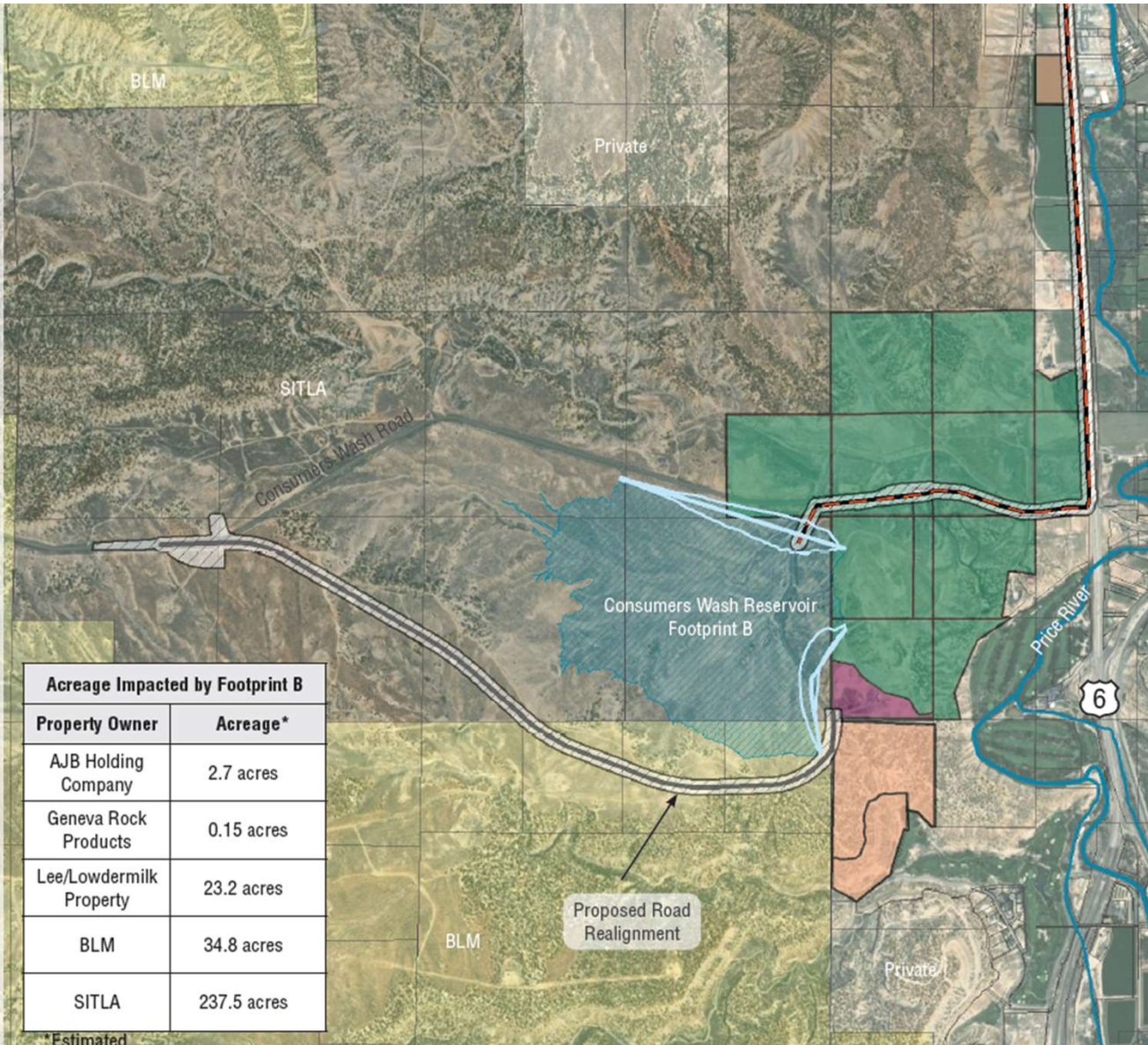













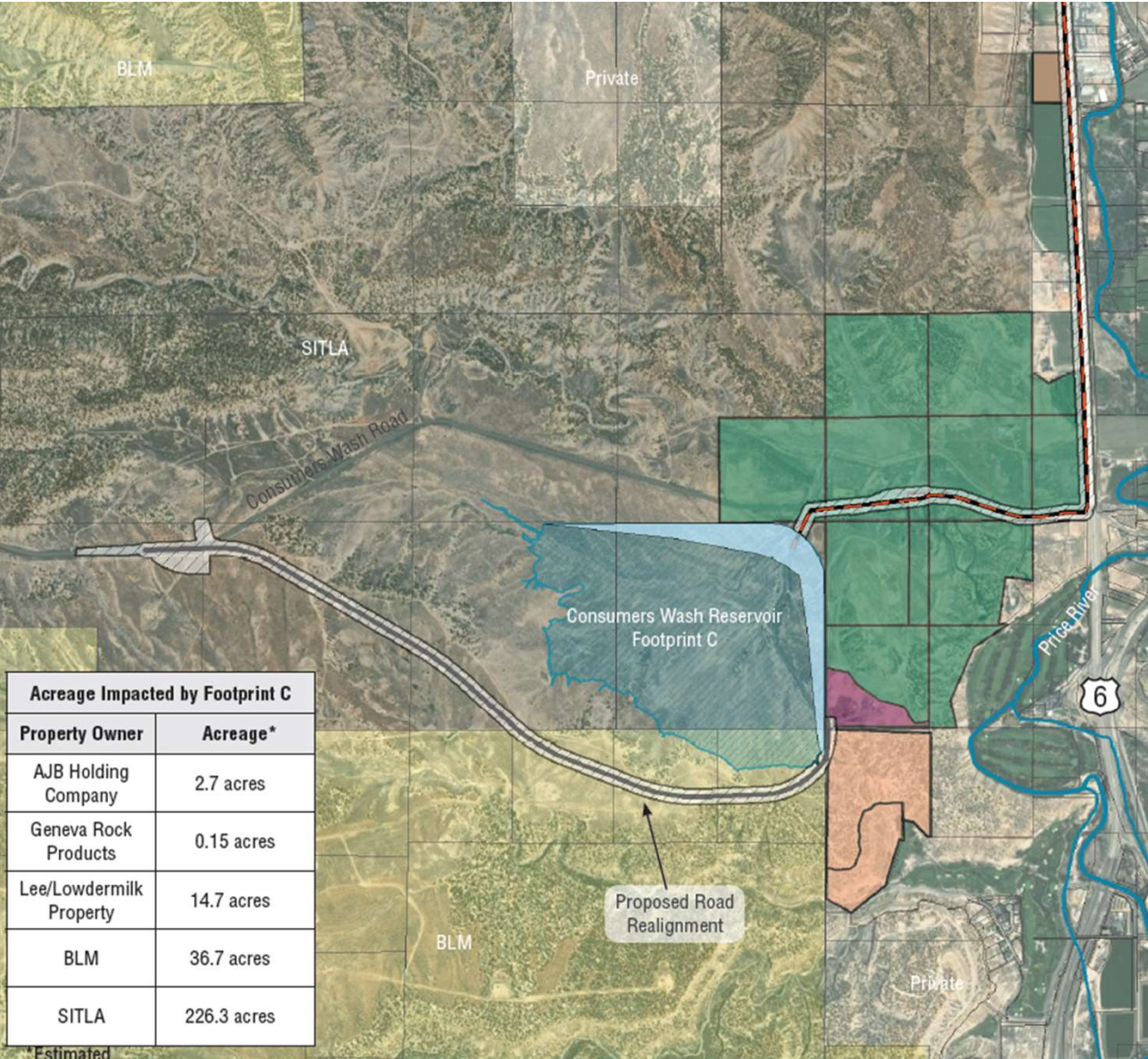


FIGURE 4

Land Ownership and Consumers Wash Reservoir Footprint C

ESRI, 2022
Map Date: March 2024

-  Consumers Wash Reservoir Footprint
-  Boundary/Potential Cut-fill
-  Proposed Road Realignment
-  Consumers Wash Embankment
-  Existing Open Water and Canals
-  Parcel Boundaries
-  Transmission Pipeline Alignment
-  AJB Holding Company
-  Geneva Rock Products
-  Lee/Lowdermilk Property
-  BLM
-  SITLA
-  Private-Other



Acreage Impacted by Footprint C	
Property Owner	Acreage*
AJB Holding Company	2.7 acres
Geneva Rock Products	0.15 acres
Lee/Lowdermilk Property	14.7 acres
BLM	36.7 acres
SITLA	226.3 acres

*Estimated



Price, UT

Mayoral Proclamation

WHEREAS, the Mike Kourianos does affirm and acknowledge the harm and hardship caused by substance-related overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of substance-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of more than the rest of the state of Utah residents per capita [last year](#) together with countless more affected forever; and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support;

THEREFORE, I, Mike Kourianos, Mayor, do hereby proclaim August 31, 2024, as International Overdose Awareness Day in Price, UT.

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

a LIGHT *to* REMEMBER

A Luminary Celebration of Hope Following Loss

SAVE THE DATE
August 31



Free community events throughout Utah.
Visit www.alighttoremember.life to find an event near you.

PROCLAMATION

Whereas, it is evident that individuals in our community, through treatment and community supports, do recover from addictions and the harmful effects those addictions create in their lives and the lives of their families; and

Whereas, the families of those suffering from addiction provides ongoing love and support to those on the road to recovery; and

Whereas, volunteers throughout our community offer their time and service to assist individuals and families recovering from addiction; and

Whereas, our community of professionals dedicate their work to further each individual's progress in their personal recovery; and

Whereas, recovery from addiction results in stronger citizens who contribute to our community in meaningful ways and assist others who are living the same ladder of recovery; and


Whereas, celebrating the successful recovery stories of these individuals, families, volunteers and professionals reinforces those successes and encourages others that there is hope, that treatment is effective and recovery is possible.

Now, Therefore, I Michael Kourianos, Mayor of the city of Price City, Utah, do hereby proclaim September 6th, 2024 as

RECOVERY DAY

In the city of Price, call upon all citizens, community agencies, religious organizations, medical facilities and businesses to join in this celebration of individual, family and community recovery from the effects of addiction, thereby strengthening this community in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the city of Price City, Utah this 6th day of September, 2024.


Michael Kourianos, Price City Mayor

NOTICE OF PUBLIC HEARING

The Price City Council will conduct a public hearing on Wednesday, August 28th, 2024 at 5:30pm in the City Council Chambers located at 185 E Main Street to receive input on updates to the Municipal Code Section(s) 6.03.010, Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions. Advance comments may be provided to Nick Tatton at 435-636-3184 or nickt@priceutah.net, all comments received will be provided to the City Council during the hearing.

Published in the Emery Telcom News August 14th, 21st and 28th, 2024

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION(S) 6.03.010 DOG LICENSING, 6.03.020 LICENSE TAG AND 6.03.030 LICENSING EXEMPTIONS OF THE MUNICIPAL CODE

WHEREAS, from time-to-time Price Municipal Corporation ordinances and policies require amendment to remain relevant in time and application within the community; and,

WHEREAS, the use and nature of service animals within the community has changed over time and since the last amendment to Section(s) 6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions; and,

WHEREAS, incorporating current and relevant administration of Section(s) 6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions has been recommended by citizens, elected officials and Price City administrative staff; and,

WHEREAS, the Price City Council has determined that it is in the best interest of the inhabitants of Price City and in the best interest of the health, safety and welfare of the community to amend Municipal Code Section(s) 6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE PRICE CITY COUCIL AS FOLLOWS:

Section 1. Amendment. That **Exhibit A**, attached herewith and by this reference made a part hereof shall be the amended language for Section(s) 6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions.

Section 2. Repealer. That any ordinance, resolution, policy or other action in conflict with this ordinance is hereby repealed.

Section 3. Severability. That if any section of this ordinance, for any reason, is found to be invalid, such section shall be determined to be separate, distinct and independent and shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. That this ordinance shall become effective upon its first date of publication but not later than October 1, 2024.

Section 5. Notice Publication. That the Price City Recorder shall post notice of the passage of this ordinance on the Utah Public Notice website, on the Price City website, in a newspaper of general circulation within the community and in a public location that reasonably likely to be seen by residents of the community.

ADOPTED AND PASSED THIS _____ DAY OF _____, 2024

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

**Amended Language for Section 6.03.010 of the amended Municipal Ordinance Section(s)
6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions.**

6.03.010: DOG LICENSING:

- A. Required: All dogs must be licensed each year, except as otherwise provided herein, to a person of the age of eighteen (18) years or older.
- B. Time Limit To Acquire License: Any person owning, possessing or harboring any dog shall obtain a license for such animal within thirty (30) days after the dog reaches the age of six (6) months; or, in the case of a dog over six (6) months, within ten (10) days of the acquisition of the dog.
- C. Application For License: License applications shall be submitted annually to the city utilizing a standard form which requests name, address and telephone number of the applicant; breed, sex, color and age of the animal; and rabies information. The application shall be accompanied by the prescribed license fee and by a current rabies vaccination certificate. Rabies vaccinations shall be given by a licensed veterinarian every two (2) years.
- D. Fee For License:

License fees shall be established by the Price City Council by resolution from time to time.

- 1. These fees are in addition to any citations or fees owed to for any violations contained herein.
- 2. No dog will be licensed as spayed or neutered without proof that such surgery was performed.

E. Term Of License: The license shall be effective for the calendar year, commencing January 1 and ending December 31 of each year. Licenses for the following year may be purchased any time between December 1 of that year and January 31 of the next year without penalty. A purchase of any license thereafter will be subject to a late fee. The license fee of an original license for a dog shall be a pro rata amount for the remaining months of the year, according to the month in which the license is obtained. Any owner of a dog who fails to obtain a license as required by this section shall be subject to a late fee in addition to the regular license fee.

F. Number Of Dogs Permitted: No person or persons at any one residence within the jurisdiction shall at any one time own or license more than three (3) dogs in any combination, except as otherwise provided herein. (Ord. 90-005, 1990)

6.03.020: LICENSE TAG:

- A. Issuance: Upon payment of the license fee, the city shall issue to the owner a certificate and a tag for each dog licensed. The tag shall have stamped thereon the license number corresponding with the tag number on the certificate. The owner shall attach the tag to the collar or harness of the animal and see that the collar and tag are constantly worn. Failure to attach the tag as provided shall be in violation of this title, except that dogs which are kept for show are exempt from wearing the collar and tag.
- B. Nontransferable: Dog tags are not transferable from one dog to another.
- C. Refunds; Replacement Tags: No refunds shall be made on any dog license fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued upon payment of the fee identified in the adopted fee schedule to the office of animal control at the city utility office.
- D. Removal Prohibited: Any person removing or causing to be removed the collar, harness or tag from any licensed dog without the consent of the owner or keeper thereof, except a licensed veterinarian or special functions officer who removes such for medical and other reasons, shall be in violation of this title. (Ord. 90-005, 1990)

6.03.030: LICENSING EXEMPTIONS:

- A. The provisions of licensing of this chapter herein shall not apply to:
 - 1. Licensed dogs, whose owners are nonresidents temporarily (up to 30 days) within the jurisdiction; licensed dogs whose owners remain within the jurisdiction longer than thirty (30) days may transfer to the local license upon payment of the fee identified in the adopted fee schedule and proof of current rabies vaccination.
 - 2. Individual dogs within a properly licensed dog kennel or other such establishment when such dogs are held for resale.

B. The fee provisions of this chapter herein shall not apply to:

- 1. Official and documented service dogs and service dogs in training.**
- 2. Dogs especially trained to assist officials of governmental agencies in the performance of their duties.**
- 3. D. Fee provision exemptions shall not apply to dogs identified as comfort or companion animals, without documentation as an official service dog or service dog in training.**

C. Nothing in this section shall be construed so as to exempt any dog from having a current rabies vaccination. (Ord. 90-005, 1990)

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE FEE SCHEDULE FOR DOG LICENSES

WHEREAS, Price City regulates dogs in the community via a licensing and fee payment process; and,

WHEREAS, from time-to-time the fees that are charged for dog licensing within Price City are evaluated and adjusted; and,

WHEREAS, the dog licensing fees were last evaluated and adjusted in 1990 pursuant to Ordinance No. 90-005; and,

WHEREAS, the Price City Council has considered and approved an amendment to Municipal Ordinance Section(s) 6.03.010 Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions; and,

WHEREAS, the fee schedule for dog licensing shall be set by the City Council by Resolution pursuant to Section 6.03.010 of the amended ordinance; and,

WHEREAS, based on UCA 10-2-101 the fee schedule is not based on dog breed; and,

WHEREAS, the Price City Council has determined that it is in the best interest of the health, safety and welfare of the community to amend the dog licensing fee schedule pursuant to Section 6.03.010 of the amended ordinance,

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

Section 1. Dog Licensing Fee Schedule. That the Dog Licensing Fee Schedule attached herewith as Exhibit 1 and by this reference made a part hereof is approved and authorized.

Section 2. Severable. That the provisions of this Resolution and the provisions of the Dog Licensing Fee Schedule adopted and incorporated by reference are severable.

Section 3. Repealer. That the provisions of any other resolution, policy, procedure or action in conflict with the text of this resolution or the Dog Licensing Fee Schedule adopted and incorporated by reference are hereby repealed.

Section 4. Effective Date. That the provisions of this Resolution and the provisions of the Dog Licensing Fee Schedule adopted and incorporated by reference shall become effective on October 1, 2024.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

**EXHIBIT 1
DOG LICENSING FEE SCHEDULE
EFFECTIVE OCTOBER 1, 2024**

Female Dog	\$20.00
Male Dog	\$15.00
Spayed or Neutered Dog	\$12.00
Replacement Tag Fee	\$10.00
Transfer Tag Fee	\$10.00
Late Fee (in addition to regular fee)	\$10.00

NOTICE OF PUBLIC HEARING

The Price City Council will conduct a public hearing on Wednesday, August 28th, 2024 at 5:30pm in the City Council Chambers located at 185 E Main Street to receive input on updates to the Municipal Code Section(s) 6.03.010, Dog Licensing, 6.03.020 License Tag and 6.03.030 Licensing Exemptions. Advance comments may be provided to Nick Tatton at 435-636-3184 or nickt@priceutah.net, all comments received will be provided to the City Council during the hearing.

Published in the Emery Telcom News August 14th, 21st and 28th, 2024

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
August 14, 2024 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Christman

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Councilmember Willis

Excused: Nick Tatton, Administrative Director, David Johnson, Fire Chief

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Willis/Workplace Safety tips
2. Mayor's report: Budget letter discussion
3. Councilmember report: Christman
4. Councilmember report: Knott-Jespersen
5. Councilmember report: Miller
6. Councilmember report: Richardson
7. Councilmember report: Willis

Adjourned: 5:17 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
August 14, 2024

Present:

Mayor Kourianos

Jaci Adams, City Recorder

Councilmembers:

Brandon Sicilia, Chief of Police

Joe Christman

Lisa Richens, Finance Director

Amy Knott-Jespersen

Miles Nelson, Public Works Director

Layne Miller

Tanner Richardson

Terry Willis

Excused: Nick Tatton, Administrative Director

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:00 p.m. Paul Lavendar, Grace Baptist offered a word. Mayor Kourianos led the Pledge of Allegiance.

2. ROLL CALL

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

3. SAFETY SECONDS

Councilmember Willis reminded everyone about workplace safety tips.

4. GENERAL BUSINESS/DISCUSSION

a. RECOGNITION FOR PRICE CITY DESERT WAVE POOL SUPERVISORS. Recognition for the Price City Wave Pool Supervisors, Tamara Gray and Kamra Davis.

Mayor Kourianos and City Council recognized Price City Wave Pool Supervisors, Tamara Gray and Kamra Davis with a certificate and flowers for their years of dedication and the impact they have on young individuals by teaching them safety techniques to become lifeguards.

b. SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH PROCLAMATION.

Consideration and possible approval for Mayor Kourianos to proclaim September as Suicide Prevention and Awareness Month in Price City. Amanda McIntosh will be in attendance to discuss this agenda item.

Amanda McIntosh, SEUHD Suicide Prevention Specialist, was in attendance to make everyone aware of upcoming events such as World Suicide Prevention Day, September 10, 2024 and the annual HOPE Walk, September 14, 2024. Mayor Kourianos then proclaimed September as Suicide Prevention and Awareness Month in Price City after reading the proclamation aloud.

c. FEE WAIVER REQUEST. Consideration and possible approval to waive fees for use of the auditorium by Wendy Grant, Ambassadors for Hope Childrens Choir once a week for choir practice.

The Ambassadors for Hope Childrens Choir sang a song for Mayor Kourianos and City Council.

MOTION.

Councilmember Miller moved to approve the fees be waived for Wendy Grant, Ambassadors for Hope Childrens Choir during practice and use of the Price City Auditorium. Councilmember Knott-Jespersen seconded and motion carried.

d. ORDINANCE NO. 2024-005. Consideration and possible approval of an Ordinance Amending the City Council Meeting Schedule for the Calendar Year 2024 (dates remain the same, time to change from 5:30 p.m. start time to 5:00 p.m. start time for City Council meetings).

MOTION.

Councilmember Willis moved to approve Ordinance No. 2024-005, amending the City Council Meeting Schedule for the rest of the Calendar Year 2024 changing time from 5:30 p.m. to 5:00 p.m. Councilmember Christman seconded and motion carried.

5. CONSENT AGENDA

MOTION.

Councilmember Miller moved to pull consent agenda item d. for more discussion. Councilmember Willis seconded and motion carried.

MOTION.

After discussion, Councilmember Miller moved to approve consent agenda item d. Councilmember Richardson seconded and motion carried.

MOTION.

Councilmember Willis moved to approve consent agenda items a., b., c., e., & f. Councilmember Christman seconded and motion carried.

a. MINUTES for 07-23-2024 City Council Workshop & City Council.

b. AGREEMENT STREET MAINTENANCE SHED PROJECT 13C-2024. Consideration and possible approval of an agreement with B. Hansen Construction to construct a new street maintenance

shed to be utilized in improving and maintaining the City's streets. The facility replaces the old facility and includes upgrades to allow for increased efficiency in road maintenance.

c. QUALIFICATION CALCULATION. Consideration and possible approval of a part-time to full-time qualification calculation for the 10-year service longevity 401k incentive.

d. INTERNATIONAL DAYS TIME OFF BONUS. Consideration and possible approval of ratification of an International Days Time Off Bonus for Price City employees.

e. TRAVEL REQUESTS. Frankie Tapia and Brandon Rigby, Child Sexual Abuse Investigation Training, Farmington, Utah, September 18-20-, 2024.

f. BUSINESS LICENSES. Bridget Gibson's Western Wellness Massage LLC at 815 N 200 E for Bridget Gibson. Anytime Fitness at 652 W Price River Dr for Tyler Schuler. Working Class Repair LLC at 359 E 200 N for Trent Rash.

6. PUBLIC COMMENTS

No public comment was received on any agenda item.

7. UNFINISHED BUSINESS

Mayor Kourianos informed everyone that with school being back in session, Price City Chief of Police, Brandon Sicilia and Captain Brandon Ratcliffe have provided the Price City Crossing Guards with body cams.

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

Councilmember Knott-Jespersen moved to closed the regular City Council meeting. Councilmember Miller seconded and motion carried.

The regular City Council meeting was adjourned at 5:56 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

**GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____, between PRICE MUNICIPAL CORPORATION ("OWNER") and Castle Valley Consulting, PLLC ("ENGINEER"). OWNER retains ENGINEER to perform General Engineering Professional Services for an indefinite number of projects ("Assignments or Services"). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER'S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in the Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and ENGINEER, services will be performed by ENGINEER in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation.

3.03 General Engineering Services are limited to 8 to 24 hours per week unless prior written approval is provided. Assignments (projects) that will exceed these limited hours per week by more than 10% will require prior written approval.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 - 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 - 2. Or, if both the Owner and the Engineer agree to a defined Scope of Work, a Lump Sum amount may be agreed to a defined Scope of Work, a Lump Sum amount may be agreed upon.

4.02 Other Provisions Concerning Payment

- A. Adjustments. ENGINEER's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of ENGINEER, compensation to ENGINEER shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- C. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents.

subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. Termination for Cause: The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. Termination for Convenience: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.05 Controlling Law

- A. This Agreement is to be governed by the law of the State of Utah, without regard to its conflicts of laws principles.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if negotiations are unsuccessful, the parties may exercise their rights at law.

6.08 Environmental Condition of Site

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner

or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.

- C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

6.10 Limitation of Engineer's Liability

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. Agreement – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. Construction Cost – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
7. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer's independent professional associates and consultants, subcontractors, or vendors.
8. Documents – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. Engineer – The individual or entity named as such in this Agreement.
11. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. Owner – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
14. PCBs – Polychlorinated biphenyls.
15. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. Project – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.

17. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
18. Site – Lands or areas where the subject matter of the Assignment or the Project is located.
19. Total Project Costs – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 1 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 1 pages.
- C. Exhibit C, "Payments to Engineer," consisting of 1 pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of pages.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement

8.05 Total Agreement

This Agreement together with the Exhibits identified in paragraph 8.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Price Municipal Corporation _____

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Jaci Adams, City Recorder

ENGINEER:

By: Castle Valley Consulting, PLLC

Name: Steven M. Daley

Date Signed: 8/23/24

Address for giving notices:

815 N. 150 E. / PO Box 962

Castle Daley, Utah 84513

Designated Representative:

Name: Steven M. Daley

Title: Owner

Phone Number: 435-749-9934

Facsimile Number: _____

Email Address:

castlevalleyconsulting@gmail.com

This **EXHIBIT A, B, & C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 8/23/24.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

EXHIBIT A: PROPOSAL

Re: Welcome to Price Sign, Price, Utah

Thank you for the opportunity to provide my engineering services regarding the new Welcome to Price sign, Located on HWY 10 in Price, Utah. Please review the following scope, fee, schedule, and terms.

SCOPE and BASIS:

Provide foundation engineering and structural members & for a planned "Welcome to Price" sign being designed and fabricated by Others.

SERVICES

I will provide the following services:

- Task 1: Topographic Survey
- Task 2: Perform soils bearing capacity testing and calculations.
- Task 3: 90% Design Documents
- Task 4: 100% Construction Drawings
- Task 5: Meetings
- Task 6: Construction Management

Task 1 - Topographic Survey and Survey Mapping

Engineer will survey the city purposed location of the sign to determine finish elevations of concrete and sign elevation.

Task 2 – Soils Testing

Engineer will perform soils investigation of the proposed location lot to determine soil type and bearing capacity for the foundation of the sign.

Task 3 – 90% Design Documents

Engineer will perform calculations on the structural frame for the sign, structural backfill and the concrete foundation for the sign.

Task 4 – 100% Construction Documents

After city review, Engineer will make final changes to submit 100% construction documents for bidding and contract negotiations. The final stamped/sealed drawing will be provided to the city for bidding.

Task 5 – Meetings

It is anticipated that the project engineer will attend 2 hours of meetings during the design phase with the owner to determine design details.

Task 6 – Construction Management

During the construction process, site visits or project design changes can be provided based on time (\$100/hour) and materials basis.

SCHEDULE

It is estimated that once the sign fabrication drawings (By Others) are received, the complete structural frame and foundation drawing package can be returned within 4 weeks.

EXCLUSIONS

The following services are not included in this scope:

1. Evaluation of structural elements on the property not associated with this building and of any non-structural members.
2. Right-of-Way permits, access, ect.
3. Building department coordination

EXHIBIT B

ASSUMPTIONS AND CLARIFICATIONS

1. **Standard of Care.** All my services included in this proposal assume normal and prudent application of engineering principles and practices to address the Scope.
2. **My Opinion.** I shall formulate with honesty and diligence my opinion(s). You agree that my opinion(s) and analysis(es) is (are) not preordained and may be modified as new or additional information becomes available.
3. **Entire Agreement.** This Agreement constitutes the entirety of services to be rendered and supersedes all prior negotiations, discussions, or representations (whether written or oral) and may not be modified except by written documentation signed by both parties.
4. **Invoicing.** All invoices are to be paid net 30 days or with an 18% per annum charge to all past due balances. Check and Venmo are acceptable forms of payment. Please make checks out to "Castle Valley Consulting."
5. **Duration.** The pricing, scope, and terms of this proposal are valid for 30 days.

EXHIBIT C

FEE

Task 1:	Topographic Survey	\$300
Task 2:	Perform soils bearing capacity testing and calculations.	\$150
Task 3:	90% Design Documents	\$1700
Task 4:	100% Construction Drawings	\$500
Task 5:	Meetings	\$200
Task 6:	Construction Management	T&M \$100/hr
	Base Total:	\$2,850

Signed:

Steven M. Daley, Owner CVC, PLLC Date

**GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____, between PRICE MUNICIPAL CORPORATION (“OWNER”) and _Castle Valley Consulting, PLLC (“ENGINEER”). OWNER retains ENGINEER to perform General Engineering Professional Services for an indefinite number of projects (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in the Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and ENGINEER, services will be performed by ENGINEER in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.

3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation.

3.03 General Engineering Services are limited to 8 to 24 hours per week unless prior written approval is provided. Assignments (projects) that will exceed these limited hours per week by more than 10% will require prior written approval.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 - 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 - 2. Or, if both the Owner and the Engineer agree to a defined Scope of Work, a Lump Sum amount may be agreed to a defined Scope of Work, a Lump Sum amount may be agreed upon.

4.02 Other Provisions Concerning Payment

- A. Adjustments. ENGINEER's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of ENGINEER, compensation to ENGINEER shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- C. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 Use of Documents

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents,

subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. Termination for Cause: The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. Termination for Convenience: Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.05 Controlling Law

- A. This Agreement is to be governed by the law of the State of Utah, without regard to its conflicts of laws principles.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute, after which, if negotiations are unsuccessful, the parties may exercise their rights at law.

6.08 Environmental Condition of Site

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner

or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.

- C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

6.10 Limitation of Engineer's Liability

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. Agreement – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. **Construction Cost** – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
7. **Consultants** – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer’s independent professional associates and consultants, subcontractors, or vendors.
8. **Documents** – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. **Effective Date** – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. **Engineer** – The individual or entity named as such in this Agreement.
11. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. **Owner** – The individual or entity with which Engineer has entered into this Agreement and for which Engineer’s services are to be performed.
14. **PCBs** – Polychlorinated biphenyls.
15. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. **Project** – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.

17. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
18. Site – Lands or areas where the subject matter of the Assignment or the Project is located.
19. Total Project Costs – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, “Further Description of Services, Responsibilities, Time, and Related Matters,” consisting of 1 pages.
- B. Exhibit B, “Standard Terms and Conditions,” consisting of 1 pages.
- C. Exhibit C, “Payments to Engineer,” consisting of 1 pages.
- D. Exhibit D, “Duties, Responsibilities, and Limitations of Authority of Resident Project Representative,” consisting of _____ pages.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement

8.05 Total Agreement

This Agreement together with the Exhibits identified in paragraph 8.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.



OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Jaci Adams, City Recorder

ENGINEER:

By: Castle Valley Consulting, LLC

Name: Steven M. Daley

Date Signed:
8/23/24

Address for giving notices:

815 N. 150 E. / PO Box 962

Castle Daley, Utah 84513

Designated Representative:

Name: Steven M. Daley

Title: Owner

Phone Number: 435-749-9934

Facsimile Number: _____

Email Address:
castlevalleyconsulting@gmail.com



This **EXHIBIT A**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 08/23/24.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:



EXHIBIT A: PROPOSAL

Re: Pickleball Courts, Price, Utah

Thank you for the opportunity to provide my engineering services regarding the renovation and design of four new pickleball courts in Price, Utah. Please review the following scope, fee, schedule, and terms.

SCOPE and BASIS:

On August 7th 2024, Castle Valley Consulting met with Price City to review the scope of work for the planning & engineering of four new pickleball courts located adjacent to the existing pickleball courts located on 400 N.

From this meeting it was understood that the following items needed to be addressed in the planning and engineering phase of the project: Price City would like to remove one of the existing three pickleball courts (the one that plays east-west), the design of four USA Pickleball design and construction specification that face north-south; new courts to match existing court elevation. Design drawings to also feature fencing design, lighting design, call outs for all items needed for functional play. It is also understood that as part of this design that a retaining wall will be needed on the north end of the courts to separate the court elevation from the steel building that stores pool equipment. Preliminary discussions listed out the desire to have walking paths that limit court/play interruption, and a location for judges during tournament play. Engineering drawing package is planned to have a cover sheet, site plan/demo plan, grading plan, court construction plans, electrical plans, structural plans for retaining wall, and detail plans.

SERVICES

I will provide the following services:

- Task 1: Topographic Survey and Survey Mapping
- Task 2: Perform soils bearing capacity testing and calculations.
- Task 3: 90% Design Documents
- Task 4: 100% Construction Drawings
- Task 5: Meetings
- Task 6: Construction Management

Task 1 - Topographic Survey and Survey Mapping

Engineer will utilize a subcontractor which will GPS survey all of the lot topography and features such as: sidewalk, curb & gutter, utilities, existing courts, fence lines, elevation separations between tennis courts, southern face of existing pool equipment storage building, electrical feed, etc. This information will assist in the civil design for this

project. The survey work will be performed in accordance with applicable codes, accepted industry standards and under the direct supervision of a PLS licensed in Utah. The survey will be conducted utilizing the State-Plane Coordinate system.

Task 2 – Soils Testing

Engineer will perform soils investigation of the proposed building lot to determine soil type and bearing capacity for the retaining wall and pad stability. Owner to provide an excavator/backhoe and operator for 1-2 hours.

Task 3 – 90% Design Documents

Engineer will perform calculations on all structural related to the construction of the courts, lighting and retaining wall. Engineer will provide a complete plan set that will outline the demolition and construction of four new courts.

Task 4 – 100% Construction Documents

After city review, Engineer will make final changes to submit 100% construction documents for bidding and contract negotiations. The final stamped/sealed drawing will be provided to the city for bidding.

Task 5 – Meetings

It is anticipated that the project engineer will attend 8 hours of meetings during the design phase with the owner to determine design details.

Task 6 – Pre-construction Meeting & Contractor Submittal Reviews

Engineer will attend the Pre-construction meeting with potential bidders and Price City Public Works. During this meeting construction drawings will be reviewed, site visit, and questions will be fielded. Once a contractor is selected, all contractor submittals will be reviewed and discussed with Price City representative prior to engineers' approvals back to the contractor.

Task 7 – Construction Management

During the construction process, site visits or project design changes can be provided based on time (\$100/hour) and materials basis.

SCHEDULE

It is estimated that complete drawing package can be returned within 9 weeks upon fully executed agreement. If this time frame needs to be adjusted to meet a Price City milestone, CVC is more than will to discuss this and how adjustments to schedules can be made to meet those goals.

EXCLUSIONS

The following services are not included in this scope:

1. Test hole excavation for soils evaluation. City to provide an excavator/backhoe and operator for 1-2 hours.
2. Evaluation of structural elements on the property not associated with the building of these four courts
3. Building department coordination or consultation for plan submittal.

EXHIBIT B

ASSUMPTIONS AND CLARIFICATIONS

1. **Standard of Care.** All my services included in this proposal assume normal and prudent application of engineering principles and practices to address the Scope.
2. **My Opinion.** I shall formulate with honesty and diligence my opinion(s). You agree that my opinion(s) and analysis(es) is (are) not preordained and may be modified as new or additional information becomes available.
3. **Entire Agreement.** This Agreement constitutes the entirety of services to be rendered and supersedes all prior negotiations, discussions, or representations (whether written or oral) and may not be modified except by written documentation signed by both parties.
4. **Invoicing.** All invoices are to be paid net 30 days or with an 18% per annum charge to all past due balances. Check and Venmo are acceptable forms of payment. Please make checks out to "Castle Valley Consulting."
5. **Duration.** The pricing, scope, and terms of this proposal are valid for 30 days.

EXHIBIT C

FEE

Task 1:	Topographic Survey and Survey Mapping	\$2070
Task 2:	Perform soils bearing capacity testing and calculations.	\$1000
Task 3:	90% Design Documents	\$3500
Task 4:	100% Construction Drawings	\$1000
Task 5:	Meetings	\$800
Task 6:	Pre-construction Meeting & Contractor Submittal Reviews	\$1100
Task 7:	Construction Management/Additional design elements T&M \$100/hr	
	Base Total:	\$9,470

Signed:

Steven M. Daley 8/23/24

Steven M. Daley, Owner CVC, PLLC Date

AGREEMENT AMENDMENT

FIRST AMENDMENT TO AGREEMENT

LONG TERM DISABILITY PROGRAM

This Amendment (“First Amendment”) is made and entered into by and between Price City (“Employer”) and Utah Retirement Systems by and through its PEHP Health & Benefits Program (“LTD Program”).

WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement to participate in the LTD Program (“Agreement”); and

WHEREAS, the LTD Program has agreed to make available to EMPLOYER’S Eligible Employees the benefit Program set forth in Title 49, Chapter 21, of Utah Code Annotated in exchange for rate payments by Employer on behalf of all Eligible Employees; and

WHEREAS, under Section 4.5 of Agreement the LTD Program may increase or decrease the rate, upon written notice to EMPLOYER,

NOW THEREFORE, the parties enter into this Second Amendment to reduce the EMPLOYER premium rate.

1. Section 7.1 is deleted and replaced with: “Except for a change in rate notice as allowed in accordance with Section 4.5 or as otherwise allowed in Section 7, this Agreement maybe modified or amended by a written instrument executed by duly authorized officers of the parties.”
2. Exhibit A to the Agreement is deleted and replaced with: “Exhibit A, Premium Rate: The LTD Employer paid premium rate is .655% of regular salary as defined by the Compensation table/Contribution Reporting for Utah Retirement Systems found in the Employer’s Guide.” This rate is in effect through the Mental Health Pilot per House Bill 105 2023.

After the Mental Health Pilot ends Exhibit A to the Agreement, will then be replaced with: ““Exhibit A, Premium Rate: The LTD Employer paid premium rate is .475% of regular salary as defined by the Compensation table/Contribution Reporting for Utah Retirement Systems found in the Employer’s Guide.”

IN WITNESS WHEREOF, the parties here to have executed this Amendment to the Agreement effective as of September 1, 2024.

UTAH RETIREMENT SYSTEMS, PUBLIC EMPLOYEES
HEALTH PROGRAM



By: R. Chet Loftis
Title: Director, PEHP Health & Benefits

Employer: Price City

By: _____
(signature)

Print name and Title:

PEHP Long-Term Disability
Attention: LTD Payments
560 East 200 South
Salt Lake City, UT 84102-2004
801-366-7583, 800-365-7347



**PEHP LONG-TERM DISABILITY
 PREMIUM PAYMENT FORM**

Pay LTD premium on gross salary for all retirement eligible employees (URS, TIAA, or similar). Do not pay LTD premiums for URS post-retirees and firefighters. LTD premium is due on regular salary as defined by the Compensation Table/Contribution Reporting for Utah Retirement Systems found in the Employer’s Guide.

Employer: Please complete this form, print and mail with your payment to the address above. LTD Premiums are due within 30 days from the period end date and should be paid/reported with the same frequency as your URS contribution file reporting. The LTD premium payment period must match the same pay period as you pay URS. Please do not combine with any other payment to PEHP or URS. Payment cannot be processed with incomplete or missing form. Please note that we perform audits on LTD premiums and may request additional information from you if necessary.

Participating Employer	Agency Name	PEHP-LTD Policy Number

Pay Periods & Payment Information	Pay Period Start Date	Pay Period End Date	No. of Employees	Total Salaries (gross amt)	Rate	Subtotal
	Pay Period Start Date	Pay Period End Date	No. of Employees	Total Salaries (gross amt)	Rate	Subtotal
	Pay Period Start Date	Pay Period End Date	No. of Employees	Total Salaries (gross amt)	Rate	Subtotal
TOTAL PAYMENT						

Special Instructions or Notes From Employer	
---	--

Form Completed By	Name	Email Address	Phone Number

PEHP LTD

An Enhanced Plan
for Your Employees



Our Long-Term Disability has the same great benefits, and now includes even more:

- » 67% monthly salary replacement. Now includes up to 10 hours per week of overtime for public safety employees.*
- » Survivor benefit: 3 months LTD wages.
- » LTD may continue after 24 months if unable to earn 60% of pre-disability wages.
- » New lower premium rates
- » Life Assistance Counseling through Blomquist Hale.

* Calculation based on 12-month average.
Benefits governed by Utah Code Title 49 Chapter 21



TRAVEL REQUESTS



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

Purchase Order # 58142

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

P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/20/2024	kaibreej		POLICE	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM \$82 MEALS SWAVO SEPT 18-19 2024	10-61-230		82.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	82.00

Authorized Signature

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

Price City Police Department Travel Request and Authorization

Date: August 20, 2024

Employee: Debbie Worley

Purpose of Travel: SWAVO

Agency Sponsoring Activity: UOVC

Destination: St. George, Utah

Dates employee will be involved in training (include travel time) Sept. 18 & 19, 2024

Expenses will be reimbursed to the city by: _____

Other: _____

	P.O.	Method of Travel:
City Vehicle (gas)		\$ _____
Personal Vehicle		
_____ miles x _____ cents per mile =		\$ _____
Meal (2) Lunch @ \$15 (2) Dinner @ \$26		\$ <u>82.00</u>
Lodging 2 day @ \$101.09 per night (On credit card)		\$ <u>202.18</u>
Registration Fees: _____		\$ _____
Other Expenses: _____		\$ _____
		\$ _____
Total (estimate):		\$ <u>284.18</u>

Submitted by: Debbie Worley Date: 08/20/2024

Submitted to City Council for Approval on: 8/20/24

September 2024 SWAVO Registration

Event Timing: September 19, 2024 8:30 am - 5:00 pm

Event Address: In Person:

Best Western Plus Abbey Inn

1129 S Bluff St

St. George, UT 84770

435-652-1234

Zoom Link will be provided with registration if you register on-line

Hotel Block Information:

Hotel offering the state per diem rate

book a room before August 20th before the block will drop.

A limited number of rooms under our SWAVO room block in per diem rates (\$90.00/night + tax *Price may be different based on state rate changes) Call the main lodge at 435-652-1234 and let the staff know they are booking for SWAVO block in September. You can also book your room with this link: https://www.bestwestern.com/en_US/book/hotel-rooms.45072.html?groupId=118VZ4J1 Block of rooms is only available until August 20, 2024 at this rate.

Questions or accommodations requests can be sent to Vickie Bushman at vsbushman@utah.gov or Beatriz Herrera at biherrera@utah.gov

debraw@priceutah.net Switch account



* Indicates required question



Abbey Inn

1129 South Bluff Street
Saint George, UT 84770



(435) 652-1234

NOREPLY.wittwerhospitality@gmail.com

https://bwabbeyinn.com/

08/20/24 11:11 AM

Loyalty Club: 600663-74417-10076 BLUE

Registered To:

WORLEY, DEBBIE

910 N 700 E
PRICE, UT
UNITED STATES
(435) 650-6088

Conf # 615294
Arrival 09/18/24
Departure 09/20/24
Guarantee/Cxl GTD/24H
Group SWAVO
Room Type QQN - 2 QUEEN
Guests 2/0
Payment Visa/Master
Account XXXX-XXXX-XXXX-5532

Guest Initials:

Reservation & Rate Information		Avg Daily Rate: \$90.00	
	Wed	Thu	EXTENDED DATES
Date	09/18/24	09/19/24	
Rate	\$90.00	\$90.00	
Tax	11.09	11.09	
Pkg			
Extra 1			
Extra 2			

Thank you for choosing the Best Western Plus Abbey Inn located in beautiful St George, Utah. We hope you enjoy your stay with us.

This is to confirm your reservation for the listed date(s). Your room is guaranteed for late arrival and will be charged the first nights room and tax if you fail to arrive. This confirmation is proof of the rate and room type. If there is a rate or room type dispute, failure to provide this confirmation will result in the inability to change a rate or room type.

HOTEL POLICIES: Please contact us by 4pm on the day before your arrival to cancel your reservation. Please note that some reservations are not eligible for cancellation without a fee. **GROUP CANCELLATION IS 48 HOURS PRIOR TO ARRIVAL DATE**. Minimum check-in age is 18. Your room is considered non-smoking and non-pet. Unless you reserved a designated pet room, a \$250.00 fine may be incurred if pets are brought into non-designated pet room. A flat \$50 incidental hold will be placed on your credit card at the time of check in. This hold will drop off at check out if it has not been used.

For more information about the Best Western Abbey Inn or St George please visit www.bwabbeyinn.com or <https://greaterzion.com/> for more information about the Greater Zion Area.



Jaci Adams <jacia@priceutah.net>

Fwd: Registration confirmed for 2024 ULCT Annual Convention

2 messages

Joe Christman <joc@priceutah.net>
To: Jaci Adams <jacia@priceutah.net>

Wed, Aug 14, 2024 at 2:16 PM

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

From: **Katie Harley** <kharley@ulct.org>
Date: Wed, Aug 14, 2024 at 1:43 PM
Subject: Registration confirmed for 2024 ULCT Annual Convention
To: Joe Christman <joc@priceutah.net>



Joe Christman,

Your registration is confirmed for the **2024 ULCT Annual Convention** that will be held on **Wednesday, September 4** and **Thursday, September 5**.

[Print the invoices](#)

If you need to make any changes, use your confirmation number (**SQNNHMQ3P2F**) to manage your registration.

Attendee Information:

Name: Joe Christman
Confirmation Number: SQNNHMQ3P2F
City/Town/Organization: Price City
Title: Councilmember
Email: joc@priceutah.net
Mobile Number: 435-773-1003
Work Number: 435-636-3183

<p>Joe Christman <i>Full Convention Registration</i></p>	
Questions	
Please inform us of any dietary restrictions:	
<i>None</i>	
Sessions	
September 4, 2024	
7:00 AM - 8:45 AM	<i>Breakfast</i>

9:00 AM - 10:15 AM	General Session
10:30 AM - 11:15 AM	Rural Wellbeing - Navigation Challenges and Opportunities
11:25 AM - 12:15 PM	Budget 101
12:15 PM - 1:30 PM	Lunch
1:30 PM - 2:30 PM	General Session
2:45 PM - 3:45 PM	Emerging Issues in Public Safety
3:45 PM - 4:00 PM	Refreshment Break
4:00 PM - 5:00 PM	Rural Caucus
September 5, 2024	
7:00 AM - 8:00 AM	Rural Breakfast
8:00 AM - 8:50 AM	Aligning Staff and Elected Leadership
9:00 AM - 10:00 AM	General Session
10:00 AM - 10:45 AM	Refreshment Break
10:45 AM - 12:00 PM	Public Comment: The Good, The Bad, The Legal
12:00 PM - 1:30 PM	Lunch
1:30 PM - 2:15 PM	Funding Opportunities for Rural Utah
2:30 PM - 4:00 PM	Partners in Planning General Session & ULCT Business Session

Optional Add-Ons**Attendee Ticket: Wednesday Salt Lake Bees Game**

Quantity: 1

Cancellation Policy Reminder

All cancellation requests must be submitted in writing via email to Katie Harley (kharley@ulct.org). Attendee substitutions are permitted and will not result in a cancellation fee.

To help incur costs for the conference, the following fees will apply to attendee registrations:

- All attendee registration fees will increase \$70 after August 14, 2024
- A \$10 cancellation fee will apply if cancelled by August 7, 2024
- Cancellation fees will increase to 50% after August 7, 2024
- Cancellation fees become non-refundable after August 21, 2024
- Extra meal tickets and/or guest tickets will incur a 50% cancellation fee if cancelled before August 14, 2024 after which cancellations will become non-refundable
- A \$200 fee will apply to exhibit booth cancellations if cancelled by August 14, 2024 after which cancellations will become non-refundable

Sincerely,

Katie Harley

Events Manager

Utah League of Cities and Towns

kharley@ulct.org

If you no longer want to receive emails from Katie Harley, please Opt-Out.



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


Purchase Order # 58147

To: 7208 JOHNSON, KAIBREE	Ship to: PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/22/2024	kaibreej		POLICE	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM MEALS TAC CONFERENCE 2024	10-60-230		119.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	119.00



 Authorized Signature

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

Price City Police Department Travel Request and Authorization

Date: 08/19/2024

Employee: Kaibree Johnson

Purpose of Travel: TAC Conference

Agency Sponsoring Activity: Bureau of Criminal Identification

Destination: St. George, UT

Dates employee will be involved in training (include travel time): Sept 8-11

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

Flight + Transportation \$ _____

Meals: (2)Breakfast: \$26.00
(1)Lunch: \$15.00
(3)Dinner: \$78.00 \$ 119.00

Lodging: Holiday Inn St. George Conv Ctr, an IHG Hotel \$ \$484.37

Sun 08 Sep 2024 - Mon 09 Sep 2024 \$107.17 (USD)

Mon 09 Sep 2024 - Wed 11 Sep 2024 \$162.04 (USD)

(On Visa)

Registration Fees: Conference Registration x1 (on Visa) \$ _____

Other Expenses: _____ \$ _____

Total (estimate): \$ 603.37

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on 95

2024 BCI TAC CONFERENCE

Preliminary Agenda

Registration

Monday, Sept. 9, 2024 12:30 - 5:00 p.m.

Tuesday, Sept. 10, 2024 7:00 - 8:30 a.m.

TAC 101 (Optional)

Monday, Sept. 9, 2024 1:00 - 5:00 p.m.

General Session for all TACs (Required)

Tuesday, Sept. 10, 2024 8:30 - 5:00 p.m.

Wednesday, Sept. 11, 2024 8:00 - 3:30 p.m.

Lunch will be provided on Tuesday and Wednesday

Dixie Convention Center

1835 S Convention Center Dr.

St. George, UT 84790



Kaibree Johnson <kaibreej@priceutah.net>

Your Reservation Confirmation # 69676308 at Holiday Inn Hotels & Resorts.

1 message

Holiday Inn Hotels & Resorts <HolidayInn@tx.ihg.com>

Tue, Aug 20, 2024 at 11:31 AM

Reply-To: Holiday Inn Hotels & Resorts <reply-fecf16737460047b-17_HTML-42223018-514005573-2026766@tx.ihg.com>

To: pricepolice@priceutah.net

Thank you for booking with Holiday Inn Hotels & Resorts.

[View with Images](#)



[Make a Reservation](#) | [IHG One Rewards](#) | [Need Help?](#)

Holiday Inn St. George Conv Ctr

[1808 South Crosby Way](#)

Saint George, [UT](#) United States 84790

Hotel Front Desk: 14356288007

Email: gerard@safarihospitality.com

Guest Name: Kelly Maynes

Check In:	Check Out:	Rooms:	Adults:
08 Sep 2024	— 11 Sep 2024	1	1
3:00 PM	11:00 AM		

[Modify Reservation](#)

[Customer Care](#)

[Property Overview](#)

[Download the IHG App](#)

[Ground Transportation](#)

[Cancel Reservation](#)

Your confirmation number is: 69676308. Select your preferences before your stay.

1 King Standard

Rate Type: [Ihg1r Stay Longer](#)

Number of Rooms: 1

Room Rate Per Night:

Sun 08 Sep 2024 - Mon 09 Sep 2024 \$107.17 (USD)

Mon 09 Sep 2024 - Wed 11 Sep 2024 \$162.04 (USD)



[Discover your new benefits](#)

Estimated Earnings:

4313 IHG REWARDS POINTS



Tax and Fee Details

12.32% per night not included in rate effective 8 September, 2024 thru 11 September, 2024

This email was sent to pricepolice@priceutah.net

You have received this email as a result of your recent transaction with Holiday Inn® Hotels & Resorts.

This email is for posting only. Please do not reply.

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

As exchange rates may fluctuate from the time a reservation is made until the time of arrival, the confirmed rate is guaranteed in the hotel's base currency. Your privacy is extremely important to us. Read our [Privacy Statement](#).

© 2024 IHG, Three Ravinia Drive, Suite 100, Atlanta, Georgia, 30346-2149 USA.

All rights reserved. Most hotels are independently owned and/or operated.

BUSINESS LICENSE

Account No: 3776
 Business Activity: 611
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

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

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

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): Desert Peak Gymnastics

If Name Change, list previous name: Castle Country Athletics

Business Address: 27 N 100 W ~~Price~~ Suite/Apt. No.: UP

City: Price **State:** UT **Zip Code:** 84501

Business Telephone: (435) 749-9763 **Business E-mail:** info@desertpeakgymnastics.com **Business Fax:** _____

Mailing Address (if different): 775 N Windsor Circle **City:** Price **State:** UT **Zip Code:** 84501

Property Owner's Name: American Legion **Property Owner's Telephone:** (435) 630-8474

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation Reciprocal

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: Aug 1, 2024 **Business Hours:** From 3:30 To 7:30 M W TH F S SU (please circle)

Detailed Description of Business:
Youth Gymnastics and cheer education and coaching.

Commercial Square Feet: 3,200 **No. of Arcade Games, Pool Tables, Etc.:** _____ **No. of Vending Machines:** _____ **No. of Mobile Home Spaces:** _____

No. of Rental Units: _____ **No. of RV Spaces:** _____ **No. of Motel Rooms:** _____ **No. of Beds:** _____

State Sales Tax I.D. No. (Include copy or proof of exemption): 16065556-002-STC **Federal Tax I.D. No. (Include copy):** 99-3770884

State License No. (Include copy): _____ **State License Type:** _____

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**
 Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business

Account No: 3177
 Business Activity: 5413
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

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

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Castle Gate Wellsville</u>			
If Name Change, list previous name: _____			
Business Address: <u>894 E 100 N</u>		Suite/Apt. No.: <u>2</u>	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-2108</u>		Business E-mail: <u>Accounting@castlegateeng.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): <u>PO Box 1647</u>		City: <u>Price</u>	State: <u>UT</u> Zip Code: <u>84501</u>
Property Owner's Name: <u>Bryon Matsuda</u>		Property Owner's Telephone: <u>(520) 982-8332</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>07/01/24</u> Business Hours: From <u>8</u> To <u>4</u> <u>M T W T F S S U</u> (please circle)			
Detailed Description of Business: <u>Renewable energy development consulting.</u>			
Commercial Square Feet: <u>2200</u>	No. of Arcade Games, Pool Tables, Etc.: <u>—</u>	No. of Vending Machines: <u>—</u>	No. of Mobile Home Spaces: <u>—</u>
No. of Rental Units: <u>—</u>	No. of RV Spaces: <u>—</u>	No. of Motel Rooms: <u>—</u>	No. of Beds: <u>—</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>N/A</u>		Federal Tax I.D. No. (Include copy): <u>99-3268735</u>	
State License No. (Include copy): <u>—</u>		State License Type: <u>—</u>	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			