

**Mayor**  
JOE L PICCOLO

**City Attorney**  
NICK SAMPINOS

**City Recorder**  
LAURIE TRYON

**City Treasurer**  
SHARI MADRID

**Finance Director**  
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-7263  
[www.pricecityutah.com](http://www.pricecityutah.com)

**City Council**

WAYNE CLAUSING

RICK DAVIS

KATHY HANNA-SMITH

LAYNE MILLER

MILES NELSON

## PUBLIC NOTICE OF MEETING

August 25, 2014

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 08/27/2014. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. EDUCATIONAL SCHOLARSHIP-Applicant presentation and consideration and possible approval of an educational scholarship for Elizabeth Piccolo for attendance at Utah State University Eastern.
6. PUBLIC HEARING- To receive input regarding the charitable distribution of the International Days Golf Tournament proceeds.
7. INTERNATIONAL DAYS GOLF TOURNAMENT PROCEEDS DISTRIBUTION. Consideration and possible approval of distribution of golf tournament proceeds to local charitable, civic groups and activities and projects.
8. ORDINANCE 2014-002. An ordinance repealing Chapter 9.72.010 of the Price Municipal Code entitled, "Carrying Concealed Weapons Prohibited".
9. RESOLUTION 2014-16. Establishing a policy for City baseball field and property, maintenance, operation and facility use. (The revisions asked for by Nicole Steele representing the Cal Ripken Baseball organization have been incorporated).
10. UDOT Statewide Utility License Agreement-UDOT and Price City have had in place a utility agreement since 2001. This proposed agreement is an update. This agreement expedites the process, when necessary, for the City to work within the UDOT right of way while maintaining the City's utility infrastructure.

### CONSENT AGENDA

11. MINUTES
  - a. August 13, 2014 City Council Meeting
12. UTILITY DEPARTMENT-Authorization to approve water usage overage credits to utility customers in the amount of \$2,596.11.
13. BUSINESS LICENSES-Authorization to approve a business license for Dawn Dart (HOB) 451 E. 400 N. and Alpine Home Medical Equipment, LLC at 451 South Carbon Avenue.
14. TENNIS COURT RECONSTRUCTION PROJECT—(11C-2014) Jones and DeMille Engineering approval of final payment. Partial Payment #1: \$20,000.00, #2: \$12,000.00, #3: \$4,000.00, #4: \$21,685.98, #5: \$11,790.31, Final #6: \$1,457.50. Total Payments: \$70,933.79.
15. TRAVEL REQUEST:  
Mayor Piccolo, Nick Tatton, Councilmembers Davis and Hanna-Smith-Ut. League of Cities and

Towns Conference-Sept. 10-12, 2014, SLC, Ut.

Shauna Fassett-Terminal Agency Coordinator Training, Provo, Ut.,Sept.9-11, 2014

Officer Hyde- Crisis Intervention Team International Conference, Monterey, CA., Oct. 12-16, 2014

16. COMMITTEES
  - a. WATER RESOURCES
  - b. EMERGENCY PLANNING
  - c. COMMUNITY PROG.-CULTURE CONNECTION
  - d. POWER COMMITTEE
  - e. INTERNATIONAL DAYS
  
17. UNFINISHED BUSINESS
  - a. Recycling

I, Laurie Tryon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at [www.priceutah.net](http://www.priceutah.net), and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> August 25, 2014. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

**Mayor**  
JOE L PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
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**UTAH'S CASTLE COUNTRY!!**

**City Council**

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

**PRICE CITY  
CITY COUNCIL MEETING  
AGENDA DOCUMENTATION**

Preparation Date: August 8, 2014	Submitting Department: Community Development
Meeting Date: August 27, 2014	Department Director: Nick Tatton
	Presenter: Elizabeth Piccolo

<b>Subject:</b>	Local educational scholarship.
<b>Purpose Statement:</b>	Support CEU as a local economic entity and support local students to attend local schools and stay local rather than moving from the area.
<b>Background &amp;/or Alternatives:</b>	Price City approved \$3,000 in the 2013-2014 budget for local scholarships to be provided by Price City. The application is a short (2 page) essay on career aspirations and community service provided to the Price City area. Applicants must live within the boundaries of Price City and attend college within Price City. The applicant meets the program eligibility requirements. Scholarship funds will be paid directly to USU-E for the student account for books, tuition, fees and not to the student. In the event of unused funds, the funds would be returned to Price City.
<b>Attachments:</b>	Promotional flyer for program, copy of scholarship award certificate.
<b>Fiscal Impact:</b>	\$650 of budgeted funds from the \$3,000 placed in account #10-48-481 in the Community Development Department.
<b>Staff Impact:</b>	Very minimal, process request and payment.
<b>Legal Review:</b>	None. Program, process and budget previously reviewed and approved.
<b>Recommendation:</b>	It is the recommendation of staff to authorize the applicant a Price City scholarship in the amount of \$650 for attendance at USU-E.
<b>Suggested Motion(s):</b>	<ol style="list-style-type: none"> <li>1. Move to authorize an educational scholarship to be paid to USU-E by Price City consistent with the Price City Scholarship program and budget for Elizabeth Piccolo</li> <li>2. Move to authorize staff to administer the scholarship.</li> </ol>
<b>Other Comments:</b>	<p>\$200 represents a program "practice" to authorize \$200 for qualifying non-traditional students; \$300 for qualifying quazi-non-traditional students and \$650 for traditional students, all subject to funding availability.</p> <p>*Note: this is utilizing other unused funds in the 481 account. This amount will be subtracted from the amount in that account in the 2014-2015 budget. The timing and financial transaction has been confirmed with Lisa Richens.</p>

**Submit Scholarship  
Application Essays**

# Price City Scholarships Available

**Great  
Education  
Ahead**



Price City is proud to offer a limited number of scholarships of varying amounts to students living within the boundaries of Price City. The scholarships are only valid for attendance at Utah State University—Eastern Price Campus.

Scholarship applications may be submitted year-round & scholarship funding is limited and will be disbursed to qualifying students on a first-come-first served basis upon application approval and processing.

To apply simply submit a 2 page essay to Price City indicating the following items:

- Past, current and future plans for community service within Price City;
- Current courses of study and career aspirations;
- How your career goals may improve the Price City community overall.

**Submit Scholarship Application  
Essays to:**

**Nick Tatton, Community Director  
Price City  
P.O. Box 893  
Price, Utah 84501**

Include student contact information on all submissions. Allow 4-6 weeks for processing and notification of any potential scholarship awards.



Friday, August 08, 2014

Barbara Elizabeth Piccolo  
69 East Hillcrest Drive  
Price, Utah 84501

Price City  
185 East Main Street  
Price, Utah 84501

RE: SCHOLARSHIP REQUEST;

To Whom It May Concern,

I am writing you this letter to you in regard to the scholarship available for area students who are attending USU Eastern and letting you know that I am interested in applying for some financial help in the form of a scholarship.

My name is Elizabeth, but everyone knows me as Lizzy. I am a second year student at USU-Eastern enrolled in the Cosmetology program. I did very well last year and I am on track to complete the program this year as planned in the beginning.

I am a native of Price City being born and raised here my whole life. I have the opportunity to attend instruction at many institutions across the State and in California, but I choose USU-Eastern because it is in Price, I love Price City because of all the friends and people I know here. My family name has deep roots in Price both on my Mom and Dad's side of the family, and I want to build upon that legacy by establishing a name for myself. I want to also establish my own salon one day that has a reputation for extra high quality service and products that I have designed and implemented myself into my community.

I have found my niche in cosmetology, I love to create with my hands and this opportunity allows me to do just that. I have received recognized for my initiative and creativity with conventional and new designs. I have also learned how to control my environment both physically, mentally and emotionally when it concerns customer service, which is up most important to any business wishing to find success. The experience at USU-Eastern is a rewarding well rounded opportunity to train and prepare me to enter the workforce.

I have also a rich experience in community involvement that goes back to the age of two years old, at which time I went door to door with my dad campaigning for his first elected position as a City Councilman. I have helped run every campaign that he has run in since, and covers the last twenty years in time. I have also served with my Mom when she was the Chairperson for the American Cancer Society in the Relay for Life, where I performed many duties and learned how rewarding it is to give back to our community, especially when it goes to people that need it most. I worked with my Mom again when she was Chairperson on the Centennial Celebration

Committee that lasted a whole year with projects and duties about the 100<sup>th</sup> birthday for Price City. I have volunteered in the Parks department with Suda, I have been in many parades and helped judge car shows throughout the years. I have been part of the Women's Expo and the International days organizing process through the years as well.

I would like to summarize my request by saying that I am paying for my education out of my pocket and of course my parents pocket. I would put the money to good use, it will not be wasted and I will work hard to help others as my life goes forward. It is my hope that you fully consider my request and award my scholarship if it is possible; if not I am grateful for your time and consideration as well.

Sincerely,

Barbara Elizabeth Piccolo (Lizzy)

# EDUCATIONAL SCHOLARSHIP

THIS SCHOLARSHIP IS AWARDED TO

*Elizabeth Piccola*

IN RECOGNITION OF A DESIRE FOR IMPROVING HIS  
EDUCATION AND CHARITABLE GIVING TO THE PRICE CITY  
COMMUNITY

IN THE AMOUNT OF  
**\$ 6 5 0**

TO BE USED FOR TUITION, BOOKS AND FEES IN THE  
PURSUIT OF AN ASSOCIATES DEGREE FROM UTAH STATE  
UNIVERSITY-EASTERN

*Provided in the Spirit of a Progressive and Friendly Community by the Price City  
Mayor and City Council*



PUBLIC HEARING

THE PRICE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON WEDNESDAY, AUGUST 27<sup>th</sup>, 2014 AT 6:00PM 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 AUGUST 19, 2014

RECOMMENDED INTERNATIONAL DAYS GOLF TOURNAMENT CHARITABLE USE OF PROCEEDS

1. PRICE CITY INTERNATIONAL DAYS FIREWORKS DISPLAY (internal)	\$1,200
2. PRICE CITY LOCAL EDUCATIONAL SCHOLARSHIP PROGRAM (internal)	<u>\$500</u>
	<u>\$1,700</u>
3. CARBON COUNTY FOOD BANK	\$500
4. CARBON COUNTY CHILDREN'S JUSTICE CENTER	\$500
5. CANCER TREATMENT TRAVEL ASSISTANCE	\$500
6. MINERS MEMORIAL PROJECT	\$500
7. PRICE KIWANIS CLUB KIDS DAY	\$500
8. CHS BOYS & GIRLS GOLF TEAMS	<u>\$500</u>
	<u>\$3,000</u>

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE REPEALING SECTION 9.72.010 OF THE PRICE MUNICIPAL CODE ENTITLED "CARRYING CONCEALED WEAPONS PROHIBITED".

WHEREAS, Section 76-10-500, et seq., Utah Code Annotated, 1953 as amended, specifically sets forth that the individual right to keep and bear arms is a Constitutionally protected right and the Utah Legislature has found the need to provide uniform laws throughout the State; and

WHEREAS, Price City has determined that inclusion of Section 9.72.010 entitled "Carrying Concealed Weapons Prohibited" within the Price Municipal Code is no longer necessary.

NOW, THEREFORE, be it ordained by the City Council of Price City, County of Carbon, State of Utah, as follows:

SECTION 1. Repeal of Section 9.72.010 of the Price Municipal Code. Section 9.72.010 of the Price Municipal Code is hereby repealed.

SECTION 2. Effective Date. That in the opinion of the Mayor and City Council of Price, Carbon County, State of Utah, it is necessary for the peace, health, safety, convenience, and general welfare of the inhabitants of Price, Utah that this ordinance become effective immediately.

PASSED AND ADOPTED by the Mayor and City Council of Price City, State of Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PRICE MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Joe L. Piccolo, Mayor

Attest:

\_\_\_\_\_  
Laurie Tryon, City Recorder

9.72.010

9.72.030

CHAPTER 9.72

**WEAPONS**

SECTION:

- 9.72.010: Carrying Concealed Weapons Prohibited
- 9.72.020: Discharge Of Firearms Prohibited
- 9.72.030: Discharge Of Air Guns And Similar Devices Prohibited

9.72.010: **CARRYING CONCEALED WEAPONS PROHIBITED:** It is unlawful for any person to carry concealed upon his person any slingshot, brass knuckles, revolver, dagger, stiletto or other deadly weapon. (Prior code § 10-7-10)

9.72.020: **DISCHARGE OF FIREARMS PROHIBITED:** It is unlawful for any person to discharge firearms of any description within the limits of the city. (Prior code § 10-7-15)

9.72.030: **DISCHARGE OF AIR GUNS AND SIMILAR DEVICES PROHIBITED:** It is unlawful for any person to discharge any air gun, sparrow gun, flipper or other similar contrivance within the city limits. (Prior code § 10-7-3)

[nsampinos@emerytelcom.net](mailto:nsampinos@emerytelcom.net)

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## Proposed repeal of Chapter 9.72 entitled "Weapons"

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**Nick Sampinos** <nsampinos@emerytelcom.net> Wed, Aug 20, 2014 at 12:11 PM  
To: "Joe L. Piccolo (Mayor)" <Mayor@priceutah.net>, Kathy Hanna-Smith <kathyhannasmith@gmail.com>, Layne Miller <laynem@priceutah.net>, Miles Nelson <milesn@priceutah.net>, Miles Nelson <mnelson63@etv.net>, Rick Davis <rdavis@emerytelcom.net>, "Rick Davis (Price City)" <Rickd@priceutah.net>, Wayne Clausing <wclausing@sutherlandsbr.com>  
Cc: Laurie Tryon <lauriet@priceutah.net>, "Kevin Drolc (PCPD)" <kevin@priceutah.net>, "John Daniels (Price City)" <JohnD@priceutah.net>

Mayor and Council Members:

In my last e-mail to you, I proposed a repeal of the entire chapter within the Municipal Code entitled "Weapons". Following further discussion with Councilman Davis and Chief Drolc, I now recommend repeal of only one section of that chapter.

Attached is a copy of Chapter 9.72 entitled "Weapons". I recommend repeal of Section 9.72.010 only. That section prohibits the carrying of a concealed weapon. Under Utah law, the carrying of a concealed weapon is constitutionally protected. Therefore, that section of the Municipal Code is in direct conflict with the Federal and State Constitutions and Section 76-10-500 of the Utah Code.

It is my further opinion that Sections 9.72.020 and 9.72.030 of the Municipal Code should remain. It still makes good sense to prohibit the discharge of firearms within City limits. Even though the Federal and State Constitutions support the carrying of a concealed weapon, they do not go so far as to support discharge of firearms within City limits. It makes good common sense to avoid the discharge of firearms within City limits for the health, safety and welfare of the citizens. That theory is further supported by Section 76-10-508 of the Utah Code that prohibits the discharge of weapons within 600 feet of a house, dwelling or other building, from automobiles, across highways, etc.

To proceed with the repeal, a motion to adopt the Ordinance repealing Section 9.72.010 of the Price Municipal Code, entitled "Carrying Concealed Weapons Prohibited", would be appropriate.

Thanks. If you have any questions, please let me know.

**Nick Sampinos**

*Nick Sampinos*

*Price City Attomey*

*190 N. Carbon Avenue*

*Price, UT 84501*

*435.637.9000 Office*

*435.637.2111 Fax*

*nsampinos@emerytelcom.net*

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**2 attachments**



**PC Code Chpt 9.72.PDF**

43K



**Repeal Sec. 9.72.010 Ordinance.pdf**

106K

A RESOLUTION ESTABLISHING A POLICY FOR CITY BASEBALL FIELD AND PROPERTY, MAINTENANCE, OPERATION AND FACILITY USE.

WHEREAS, Price City (City) is desirous of adopting a policy perspective, a policy, policy guidelines, procedures and applications thereby creating a comprehensive program for use of the City's properties for baseball and other events.

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

Section 1 – Policy Perspective:

Baseball and Softball are popular athletic sports for players and pastimes for spectators and residents of the City, visitors and the community at large. The City owns properties that are used for these athletic activities. The properties are maintained and operated by the City while programs, teams, games and supporting resources are organized and coordinated by the users. All references to baseball herein shall also include softball.

Baseball games and other events occurring on the City's property, baseball fields and facilities shall be scheduled and calendared so as to organize activities applied for, make arrangements for use of City property and to prevent conflict.

Concessions can be sold to participants and patrons visiting baseball games and other events. Concession-stand buildings can be used upon application approval.

Section 2 – Policy:

Baseball fields and basic amenities shall be maintained and operated by the City to a predetermined level of service. Users shall organize and manage their activities. Baseball games and other events shall be applied for, scheduled and calendared to include concession stand usage.

Section 3 – Policy Guidelines:

**A. Baseball Fields include:**

- #1 Field (commonly known as the Atwood Complex, Major League Field)
- #2 Field (commonly known as the Atwood Complex, Babe Ruth Field)
- #3 Field (commonly known as the Atwood Complex, USU Eastern College Field)
- #4 Field (commonly known as the Atwood Complex, little league east field)
- #5 Field (commonly known as the Atwood Complex, little league west field)
- #6 Field (commonly known as the Terrace Hills Park Girls Softball High School Field)
- #7 Field (commonly known as the South Park Girls Softball Field)

**B. City responsibilities shall include:**

1. A contact person to address property use questions and submittal of applications. The City's contact person shall be the Public Works Director or designee.
2. Working cooperatively with the Baseball User Organization.

3. Maintaining the baseball fields, surrounding property and amenities to accommodate various age groups and leagues and other events desiring to use the facilities.
4. Providing baseball fields with skinned infield dirt, outfield grass, back stop, perimeter and outfield fence, home plate, three bases, pitcher's mound; batter's box, catcher's box, on-deck circles, coach's box, and foul lines.
5. Covered and fenced dugouts for home team and visiting team.
6. Drinking fountains.
7. Spectator area with bleachers.
8. Supporting buildings when available for concessions, game operation and storage.
9. Access roadways and streets, interconnecting sidewalks and parking lots.
10. Availability of water, sewer, and electrical services.
11. Public restrooms.
12. Fire protection and police patrols.
13. General landscaping and maintenance for: grass, trees, bushes, flowers, flag poles, signs and monuments (*does not include baseball league flagpoles, banners or flags*).
14. General lighting for street, parking and security.
15. Trash cans and bags, dumpsters and receptacles, with garbage pickup.
16. Storm water runoff, drainage and flood control.
17. Snow removal from roads, parking lots and sidewalks.
18. Preparing the individual fields for game play (general maintenance, repairs, cleaning, grooming) once a day during the normal work week M-F, 7AM to 3PM or as otherwise scheduled.
19. Cleaning and stocking public restrooms once a day. Portable restrooms (porta potties) will be serviced by the vendor supplying them.
20. Turning the water supply on to the baseball facilities, restrooms, sprinkler systems and amenities after the threat of frost, freezing temperatures and frozen ground has passed.
21. Receiving applications to use the City's baseball fields, adjacent property, and associated facilities.
22. Reviewing applications for approval and scheduling.
23. Providing general maintenance beyond game season between October 1 and April 1, with no detailed baseball field maintenance during that time.

**C. Baseball User Organization (BUO) responsibilities shall include:**

1. A designated liaison for each baseball organization, to communicate comments, questions and items of concern with the City's contact person.
2. Working cooperatively with the City. ~~with the understanding that each is an independent and separate entity. The City shall not employ or supervise personnel or engage in any oversight of the BUO baseball program. The BUO shall not engage in any oversight of the City's property, baseball field maintenance and/or operation.~~
3. Submitting yearly application through the City's contact person for use of the baseball fields and amenities. Declare its status as a non-profit or for-profit entity (for-profit groups may be charged a fee). Provide a current certificate of liability insurance naming the City as an additional insured. Submit information describing its organization, directors, officers and bylaws, with contact information for its officers and coaches.
4. ~~Accepting the condition of the baseball fields and amenities with the level of service provided by the City.~~

5. Responsibility for all access keys provided by City, their distribution, use, return, and replacement; returning said keys at the end of the approved event or season schedule, unless otherwise authorized to retain. A key distribution, return and retention record shall be maintained by the BUO and City.
6. Responsibility for a game announcer's system, score boards, flagpoles, flags, sponsor signs and banners, etc. Remove all temporary items at the end of their application or season schedule to include flags, signs, banners, etc., unless otherwise authorized to remain.
7. Responsibility for securing the site, buildings and amenities before, during and after the games to monitor use, prevent misuse and vandalism.
8. ~~Surveying the area, spectator seating, parking lots, walkways, street, dugouts and buildings after games and practices to sweep or pick up~~ **Picking up after games and practices**; loose trash, debris, paper, cups, clothing, equipment, etc. ~~and depositing respectively those items in the waste receptacle (dumpster) or securing them otherwise.~~
9. Cleaning out the dugouts after each game and keeping floor drains accessible and unobstructed.
10. Recognizing fields made ready for game play and not use them for general practice and making arrangements to practice on alternative fields. Pre-game warm-up on a team's scheduled playing field is allowable by the team on game day prior to game time.
11. Taking care of necessary minor field upkeep and grooming during games, in between back to back games and after games.
12. Taking care of restrooms during baseball events to keep them clean and stocked with toilet paper as may be needed.
13. Not installing vegetation, physical or capital improvements to the property, baseball field and amenities without express authorization and supervision from the City.
14. Not engaging in operation, repair, alteration or adjusting of the sprinkler systems (sprinkler heads, valves, clocks, wiring).
15. Only accessing the controls for field lighting when authorized by the City.
16. Only using the existing concession stands when authorized. Concession stands may be used for the storage, preparation, sale and distribution of food. They also may be used for game operation (scoring, announcing, record keeping). Game equipment, tools and supplies shall not be stored in the concession stands. Maintaining applicable food handling permits in compliance with health department regulations.
17. Using separate storage facilities provided by the City, upon application, and subject to availability and approval. Using storage space will require an orderly placement of game equipment, tools and supplies, etc. Private portable storage containers may be used upon application and approval.
18. Utilizing the baseball fields and amenities in compliance with all necessary local, state and federal regulations.
19. Making every effort to conduct the baseball program in a safe and orderly manner, being vigilant at all times to assure the safety of the organizers, users, players, spectators, City employees and those occupying the premises during game preparations, game play and practices.

#### **D. Scheduling:**

1. A BUO wanting to use the baseball fields or other users wanting to use the property shall submit an application to the City's Public Works Department located in the Public Works Complex, 432 West 600 South, P.O. Box 893, Price, Utah 84501.

2. Submittals shall include the application form, supporting information and game or event schedules to be calendared.
3. Approved schedules and events will be included on the City's web site calendar.
4. Field #3 (USU Eastern College Field) is under separate contract year round and is not included in scheduling.
5. Field #6, (Terrace Hills Park) is scheduled by the Carbon High School, during Girl's Softball game season, but is available at other times of the year for others to use.
6. The City's property, baseball fields and amenities shall not be sub-let by applicants to other groups, individuals or events.
7. Unless posted, the gate is locked or if not for an approved application, the property and fields may be used by the general public for recreational purposes.

**E. Concession Stands:**

1. A BUO wanting to use the existing or portable (trailer) concession stands shall include that request in their application.
2. Concession stands may be used for the preparation, sale, and distribution of food and/or game administration (scoring, announcing, record keeping) and storage of food products.
3. Game equipment, tools and related supplies shall not be stored in the concession stands.
4. Access into the concession stands shall be maintained at all times for safe ingress and egress, allowing room to maneuver in the building, storage and access building utility controls and electrical panels. Concession stands shall continually be kept secure, clean, organized and clutter free.
5. BUO shall furnish all the necessary food handling equipment (tools, containers, cooking, display, and refrigeration), food supplies and cleaning equipment, etc..
6. Those operating the concession stand shall have acquired valid, current 'food handling permits' per State Health Department regulations.
7. Authorized users shall vacate the City owned concession stands at the end of the approved event or season schedule, removing all equipment and food supplies and returning keys, unless otherwise authorized by the City to remain.
8. Applicants may sell concessions to other events occurring on City property that are part of or adjacent to the baseball facilities.
9. Application and approval for use of the South Park baseball fields does not include use of entire park, pavilion or kitchen. Separate parks reservation applications for use of a specific park area, pavilion or kitchen are required.

**F. Other Users:**

1. Others wanting to reserve the use of the City's property, baseball fields and amenities shall submit an application. All applicants shall be required to adhere to these policy stipulations.
2. The general public, including families, parents and children or individuals, may use the baseball fields, property and amenities without application providing such use does not conflict with pre-authorized scheduling or use of areas requiring keyed access.
3. The City shall have the right to approve or reject any application, to impose minor adjustments, requirements, procedures and to waive any technicality in the best interest of the City.
4. Any provision of this policy or decision made in reference to this policy may be appealed.
5. Use of fields by separate agreement, requires special approval. Said agreement will describe specific conditions as to how the fields are to be used, maintained and operated.

Section 4 – Application form:

The form of application shall substantially conform to the format set forth in Exhibit ‘A’ for use of Price City baseball fields, property and facilities which is attached hereto and by this reference are made a part hereof.

Section 5 – Severability.

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 6 – Repealer.

The provisions of other resolutions in conflict with this resolution and the provisions adopted or incorporated by reference are hereby repealed.

Section 7 – Effective date.

In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health and safety of the City and the inhabitants thereof that this resolution take effect immediately.

PASSED AND ADOPTED by the City Council of Price City, State of Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PRICE MUNICIPAL CORPORATION

By \_\_\_\_\_  
Joe L. Piccolo, Mayor

ATTEST:

\_\_\_\_\_  
Laurie Tryon, City Recorder

EXHIBIT 'A'

APPLICATION FOR USE OF PRICE CITY  
BASEBALL FIELD, PROPERTY AND FACILITIES  
Price Municipal Corporation  
Price, Utah

*Name of organization, group or individual submitting this application*

- Non Profit  For Profit (*Check applicable box and attach verification supporting this designation*)

**Applicant** (Print name) \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone Contact: (1) \_\_\_\_\_ (2) \_\_\_\_\_

What fields, facilities and amenities are being requested? (*check applicable boxes*)

- Fields (list by number and name the field(s) being applied for:

\_\_\_\_\_  
\_\_\_\_\_

- Type of play (*check all that apply*)

regular play;  tournament play;  general practice (*where*): \_\_\_\_\_

Beginning date \_\_\_\_\_ Ending date \_\_\_\_\_

Days per week (SMTWThFSa): \_\_\_\_\_; Time of  
Day: \_\_\_\_\_

Days per week (SMTWThFSa): \_\_\_\_\_; Time of  
Day: \_\_\_\_\_

Explanation:

\_\_\_\_\_  
*\*Attach game, activity or event schedule.*

- Baseball concession building (which building(s)); list address or location;  Existing  Other

\_\_\_\_\_

If other (*portable, trailer, shed, etc.*), explain: \_\_\_\_\_

*Note: Does not include entire South Park area, its pavilion or kitchen; Make separate Parks reservation to use specific park area, pavilion or kitchen.*

- Food Handler's Permit(s)  Yes  No; Explanation: \_\_\_\_\_
- Scoring building; list address or location: \_\_\_\_\_
- Storage for team tools, equipment and supplies; City facility:  Yes  No
- Temporary Portable Storage;  Yes  No identify location \_\_\_\_\_
- Parking; estimated number of vehicles: \_\_\_\_\_ Parking area; describe location: \_\_\_\_\_
- Restroom(s) (list which building(s): \_\_\_\_\_
  - Porta Potties; number planned on: \_\_\_\_\_ Will you supply them  Yes  No
- Other arrangements: \_\_\_\_\_

- 1) Attach current certificates of liability insurance.
- 2) Attach current organizational information to include by-laws, officers, contact names and phone numbers, coaches and other regular participants. Requires update:  Yes  No
- 3) Who will be the designated liaison communicating with the City contact person:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone Number(s): 1) \_\_\_\_\_ 2) \_\_\_\_\_

- Application is subject to approval of eligibility, scheduling and placement on the calendar, prior to any use.
- The City reserves the right to approve or reject any application or to modify the application request for dates of use, amenities and facilities etc. in the interest of the City.
- Upon approval the Applicant agrees to adhere to the City's Policies for the use of the City's property, baseball fields, amenities and facilities.
- The Applicant understands that failure to abide by the City's policy, procedures and guidelines may result in revocation of the application approval, prohibiting further use and privileges.

\_\_\_\_\_  
Applicant's signature Title: \_\_\_\_\_ Date: \_\_\_\_\_

*(Applicant hereby represents that he/she has full authorization to sign this document on behalf of the organization/entity named above.)*

.....  
*Do not write below this line*

Application received on: Date \_\_\_\_\_ Time \_\_\_\_\_

Application is complete with all required and necessary information: Yes No

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

Eligible for scheduling on the calendar: Yes No:

Applicant notified; date: \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name Title Date

To File.

PRICE CITY CORPORATION  
185 E MAIN STREET  
PRICE, UT 84501

Federal ID No. 87-6000265

STATEWIDE UTILITY LICENSE AGREEMENT  
NONINTERSTATE

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and PRICE CITY CORPORATION a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

WITNESSETH:

**WHEREAS, UDOT** desires to assist in expediting the approval of permits issued by UDOT for locating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

**WHEREAS,** it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way, hereafter approved in accordance with this agreement; and

**WHEREAS,** the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

**WHEREAS,** the parties desire that this agreement supersedes all previous Statewide Utility License Agreements executed between the two parties

**NOW THEREFORE,** In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, UDOT agrees to review any application for a permit that CITY files pursuant to the procedures established in this agreement promptly. CITY and UDOT agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all

location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate **UDOT** Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Utility Accommodation. **UDOT** may apply special limitations to the permitted work. The issuance and approval of a permit will enable the **CITY** to proceed with the work and use under the permit in accordance with the terms thereof.

(3) **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **CITY**.

(5) **COSTS:** The entire cost of installation of the facilities shall be paid for by the **CITY**.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until the permit is issued and notice to proceed is given to the **CITY** by **UDOT**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements.

(7) **TRAFFIC CONTROL:** The **CITY** shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The **CITY** shall submit traffic control plans showing detours and signing operations in advance, allowing **UDOT** reasonable time for review. No full or partial lane closure shall be made without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plan and such instructions of **UDOT** Region/District Director or an authorized representative as may be given.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) **EMERGENCY WORK**: Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the **CITY** or its representative shall contact **UDOT** immediately and on the first business day shall contact **UDOT** and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT**: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) **MAINTENANCE**: The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** its cost.

(12) **LIABILITY**: Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer  
Utah Department of Transportation  
4501 South 2700 West  
PO Box 148380  
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **CITY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

**(13) FUTURE HIGHWAY CONSTRUCTION**: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

**(14) CANCELLATION OF PERMITS**: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the utility company a reasonable time to correct the violations to the satisfaction of **UDOT**.

**(15) ASSIGNMENT**: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

**(16) SUCCESSORS AND ASSIGNS**: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

**(17) UDOT MAINTENANCE OPERATIONS**: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any

noncompliance to the above may result in cancellation of the **CITY's** permit. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

**(18) TERMINATION OF LICENSE AGREEMENT:** This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way.



Approved by **PRICE CITY CORPORATION**, an POLITICAL SUBDIVISON in the State of Utah

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_,

BY \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

**FOR THE UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Richard Manser, P.E.  
UDOT Statewide Utilities Engineer

\_\_\_\_\_  
Date

**COMPTROLLER'S OFFICE**

By: \_\_\_\_\_  
Cherise Young  
UDOT Contract Administrator

\_\_\_\_\_  
Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

Present:

Mayor Piccolo

Councilmembers:

Miles Nelson

Kathy Hanna-Smith

Layne Miller

Rick Davis

Kevin Drolc, Police Chief

Nick Sampinos, City Attorney

John Daniels, Human Resource Director

Bret Cammans-Customer Service Director

Laurie Tryon, City Recorder

Nick Tatton-Community Director

Excused Absence: Councilmember Clausing, Public Works Director-Gary Sonntag,  
Finance Director-Lisa Richens

Present: Scottie Kraync, Kevin Scannell, Barry and Joan Atwood, Scott Olsen, Chad  
Laursen, Lisa and Richard Laursen, Russell Seeley and Nancy Bentley

Mayor Piccolo called the regular meeting to order at 5:30 p.m. and Boy Scout, Chad  
Laursen of Troop# 296, led the Pledge of Allegiance. Roll was called with the above  
Councilmembers and staff in attendance.

1. PUBLIC COMMENT-

Chad Laursen, Boy Scout Troop #296 updated the City Council on his Eagle Scout  
Project at the Washington Park. He stated that he installed four benches for people to  
use in different areas of the park and stated that it was a positive learning experience  
for his leadership badge. The Mayor and City Council thanked Mr. Laursen for his  
efforts on this project.

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

3. CITIZEN CONCERN-Barry Atwood-Meads Wash

Barry Atwood stated that he lives just south of the East Gate Apartments where the  
culvert that they placed in Meads Wash continues to flood his property and he has  
several garages and sheds that are in its path. He stated that flooding of his property  
never happened until the culvert was installed. He is requesting assistance from Price  
City on solving this issue so it doesn't continue happening during every rain storm.  
Mr. Atwood provided photos to the Mayor and City Council so they could see the  
damage that the most recent flood has caused. He stated that debris coming down the  
wash is also a problem as he is getting the end result on his property and has  
anything from toys to shopping carts from Smith's piling up by his property. He  
stated that the City needs to clean the wash out to solve the problem. Mr. Atwood  
stated that the new County building project has created a problem by blocking the  
irrigation water so that no one can see where the water is plugged and it needs a few  
holes to catch the sand gravel to make the irrigation system useful again. He stated  
that another issue he has is with sewer problems at a rental home on 100 North and  
300 East. He stated that the City told him it is a private line that he needs to maintain  
but he doesn't know why or how he can maintain it for the entire street when it's on  
a main road and has probably been there for 100 years. Mayor Piccolo stated that the  
City staff has already reviewed a few of these issues and is looking for a way to

assist Mr. Atwood. He stated that these things may take time and with Meads Wash it may take coordinating with FEMA and asked that Mr. Atwood be patient. He stated that the culvert put in by East Gate was studied and engineered by FEMA and the wash is private property so all of these issues will take time and cooperation with others. The Mayor asked the City Engineer, Russell Seeley if he would work with Mr. Atwood on the sewer issues on 100 North and to keep the Mayor and City Council updated on the issues. The Mayor thanked Mr. Atwood for his patience and for bringing his concerns to the attention of the City Council.

4. COMMUNITY FORESTRY PARTNERSHIP GRANT PROGRAM 2014-15, Nancy Bentley volunteering to write grant; application due September 9 to Area Forester.

Nancy Bentley stated that she will apply for a grant available from the Community Forestry Partnership Program if her proposal to do so is approved tonight. She stated that she would get everything going and have a GIS Specialist do a tree inventory in the Washington and Pioneer Parks to see how many and what type of trees are needed and acceptable. She stated that the grant would amount to \$8,000 for 12 trees plus labor of City employees to plant the trees. She stated that the grant allows until next August to get the trees planted but the actual paperwork needs to be signed by the Moab Area Forester and the City Council by September 4, 2014. **MOTION.** Councilmember Hanna-Smith moved to authorize Nancy Bentley to write the grant and prepare the application for Price City to receive a grant to plant trees in the City parks. Motion seconded by Councilmember Davis and carried.

5. RESOLUTION 2014-17 Consideration and possible adoption of Resolution 2014-17 amending Section XIII of the Personnel Policies and Procedures Manual to clarify compensation to employees that work on holidays.

John Daniels, Human Resource Director stated that this resolution provides clarification to Section XIII of the Personnel Policies and Procedures Manual for employees required to work on an emergency during a holiday. He stated that the employee would get holiday and overtime pay which results in double time and a half. He stated that if work is planned on a holiday then the employees would coordinate with their supervisor to take another day off. Councilmember Davis found a typo on section five in the first sentence. John Daniels stated that that would be corrected to say “of” instead of “pf”.

**MOTION.** Councilmember Nelson moved to approve Resolution 2014-17 subject to the noted correction. Motion seconded by Councilmember Hanna-Smith and carried.

6. RESOLUTION 2014-18 Consideration and possible adoption of Resolution 2014-18 amending Section XVII of the Price City Personnel Policies and Procedures Manual regarding the Benefit Extension Program and other miscellaneous policies.

John Daniels, Human Resource Director stated that this resolution will clarify a few of the items in Section XVII of the Price City Personnel Policies and Procedures Manual. He stated that the following would be amended:

1) To establish that early retirees qualifying for the Benefit Extension Program will participate in premium costs at the same percentage as active employees; 2) To establish expectation and consequence for failure to timely pay employee portion of employee benefits; 3) To discontinue payment of clothing allowances for employees on extended leave, when uniforms are not being worn or worn out; and 4) To make other miscellaneous changes to clarify policy and policy intent. **MOTION**. Councilmember Nelson moved to approve Resolution 2014-18. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA-Councilmember Hanna-Smith moved to approve consent agenda items 7 through 16 with item 17 removed for discussion. Motion seconded by Councilmember Davis and carried.

7. MINUTES
  - a. August 1, 2014 City Council Workshop
  - b. July 23, 2014 City Council Meeting
8. IPA OVERPAYMENT REFUND PAYMENT. Consideration and possible approval for payment of the IPA refund to UAMPS to be placed in the Price City member account and distributed as required.
9. I.T. DEPARTMENT-Authorization to approve the annual Software Maintenance & Support Agreement with Caselle, Inc. for unlimited telephone support on Caselle's Software.
11. EASY PROGRAM REIMBURSEMENT. Consideration and possible approval of an EASY program reimbursement to Lil Touch of Bling, Karen Hillam, for tangible property improvements at 159 N 100 E.
12. 1900 EAST PRICE PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)-Approval of Federal Aid Agreement for Local Agency Project for the construction of Phase I (36 feet of paved road surface extending through the Price Business and Industrial Park). Project cost: \$982,000; Federal Grant: \$885,000; City's required match: \$66,481. (Budgeted RDA)
13. TENNIS COURT RECONSTRUCTION PROJECT-(11C-2014) Parkin Tennis Courts: Approval of final payment. Original Contract Amount: \$449,060.00. Change Order #1: \$10,471.00; Change Order #2: 47,802.50; Change Order #3: 800.00; Final Contract Amount: \$508,133.50. Partial Payment #1: \$102,447.09, Partial Payment #2: \$261,314.64, Final Payment: \$144,371.78. Total Payments: \$508,133.50.
14. LOCAL CONSENT-Consideration and possible approval of local consent for a special event beer and wine permit for Notre Dame Church Oktoberfest celebration October 5th and 6th, 2014.
15. HEAT VENDOR CONTRACT-Authorization to approve the annual HEAT Vendor

Contract for the Low Income Home Energy Assistance Program with the U.S. Department of Health and Human Services.

16. PRICE CITY POLICY AND PROCEDURES REGARDING PAYMENT OF UTILITY ACCOUNTS, DISCONNECTION AND RECONNECTION PROCEDURES: Authorization to approve a policy establishing procedures for collection of money on utility accounts including those that become delinquent.
17. WAVE POOL- Authorization to waive the pool rental fee of \$330.18 for Carbon High School Student Government for their Welcome Week Pool Party on August 20, 2014 from 6-9 p.m.  
Councilmember Miller stated that if the City waives fees for one school then they will have to do it for all of them and the City already donates over 5,000 free passes each year. **MOTION.** Councilmember Miller moved to deny the fee waiver request and to direct staff to find other ways to help school if necessary. Motion seconded by Councilmember Hanna-Smith and carried.
18. WATER RESOURCES-Update by Gary Sonntag
  - As of August 7, 2014 there is 16,342 acre feet of water in the reservoir which is 25.1%
19. COMMUNITY PROGRESS/CULTURE CONNECTION-Update by Councilmember Hanna-Smith
  - Community Progress: working on flags for Town Square and always looking for new members
  - Culture Connection: Thursday evening events are still going and receiving large crowds.
20. INTERNATIONAL DAYS-Update by Councilmember Miller
  - Same amount of vendors as last year's event
  - Fireworks were a hit again. Parade was a big success and had more entries than we have ever had.
  - Largest crowd we have ever had on opening ceremonies night.
  - Councilmember Miller is gathering information for an International Days Guide.
  - Golf Tournament had 25 teams and every sponsor that participated wants to come back next year.

**MOTION.** Councilmember Miller nominated Councilmember Nelson to be the International Days Chairperson for the 2015 event that will be held on July 30-August 1, 2015. Motion seconded by Councilmember Hanna-Smith and carried.
21. UNFINISHED BUSINESS
  - a. Recycling-
    - Next Meeting, August 14, 2014 at 2 p.m.
    - There are 68 years left of landfill space if use continued is same.

The regular City Council meeting adjourned at 7:00 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

\_\_\_\_\_  
Joe L. Piccolo, Mayor

\_\_\_\_\_  
Laurie Tryon, City Recorder

## 2013 - 2014 Water Usage Overage Report

Cust No	Ser Address	L	New Read	Billed Amount	Council Approved Credit	Total Credit
2 3795 08	748 N 100 E	Y YY	8451	\$510.15	\$285.43	\$485.43
3 2400 07	397 N 4th AVE		2659	\$117.80		\$93.08
4 2221 01	161 E 100 N		4575	\$566.72	\$312.58	\$512.58
6 4990 02	710 N 400 E	Y YY	2052	\$33.98		\$9.26
6 4644 01	310 N 500 E		3797	\$101.18		\$76.46
7 6420 05	139 N 200 E		5085	\$702.13	\$477.41	\$677.41
9 7267 04	426 E 200 S		3132	\$97.85		\$73.13
10 8888 00	1799 E 100 S		9977	\$432.86	\$201.57	\$401.57
10 9335 00	1421 E 150 S	Y YY	66340	\$1,177.01	\$977.01	\$1,177.01
11 8300 00	11 W MAIN ST		16386	\$755.69	\$249.68	\$449.68
15 5822 01	851 N 800 E	Y YY	3551	\$135.45		\$109.73
15 5836 05	735 E 800 N		26210	\$61.45		\$36.73
17 2340 01	207 S 200 W		4236	\$197.95		\$73.95
18 2724 02	1669 E 800 N		8656	\$406.90	\$92.43	\$292.43
20 2185 00	167 HILLCREST	Y YY	4984	\$172.93		\$127.93
				<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
				\$5,470.05	\$2,000.27	\$4,596.38

12 BOX 80-  
102 EAST MAIN ST.  
PRICE UTAH 84501  
PHONE 435-636-3183

HOB/040

Account No: 3100  
Business Activity: \_\_\_\_\_  
Fee: \$100.00

bus lic fees pd  
\$50 zoning lic



### BUSINESS LICENSE APPLICATION

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

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

**Business Status:**  New Business  Location Change  Name Change  Ownership Change

**Business Name (include DBA):** Dawn Dart

If Name Change, list previous name: \_\_\_\_\_

**Business Address:** Physical -> 668 Homestead Blvd.  
mailing -> 451 E. 400 N. PMB 311 Suite/Apt. No.: \_\_\_\_\_

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

**Business Telephone:** (435) 340-0084 **Business E-mail:** dawnedart@gmail.com **Business Fax:** \_\_\_\_\_

**Mailing Address (if different)** 451 E. 400 N PMB 311 **City:** Price **State:** UT **Zip Code:** 84501

**Property Owner's Name:** Kelly Martinez **Property Owner's Telephone:** (702) 799-3870

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

**Type of Business:**  Commercial  Home Occupation  Reciprocal **Building Occupancy Type:** \_\_\_\_\_

**Nature of Business:**  Manufacturing  Retail  Wholesale  Services  Other: \_\_\_\_\_

**Opening Date:** 8-1-14 **Business Hours:** From 9am To 5pm (M T W T H F) S SU (please circle)

**Detailed Description of Business:** I provide administrative and creative services to small businesses from a home office.

**Commercial Square Feet:** \_\_\_\_\_ **No. of Mobile Home Spaces:** \_\_\_\_\_

**No. of RV Spaces:** \_\_\_\_\_

**State Sales Tax I.D. No. (Include copy or proof of exemption):** 12031734-003-STC **Federal Tax I.D. No. (Include copy, if applicable):** 8574 820576

**State License No. (Include copy, if applicable):** \_\_\_\_\_ **State License Type:** \_\_\_\_\_

**THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.** Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. **Check all that apply.**

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

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

SIDE OF BOX NO. 210  
182 EAST MAIN PRICE UT 84501  
PRICE MUNICIPAL CODE 0000

Account No: 3098  
Business Activity: \_\_\_\_\_  
Fee: pd ✓  
llc ✓



### BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY.

Renewal (check and show changes only on form below)

Business 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>Alpine Home medical Equipment, LC</u>			
If Name Change, list previous name: <u>—</u>			
Business Address: <u>451 South Carbon Avenue</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(801) 463-0044</u>	Business E-mail: _____	Business Fax: _____	
Mailing Address (if different): <u>132 E 13065 S, Ste 200</u>		City: <u>Draper</u>	State: <u>UT</u>
		Zip Code: <u>84020</u>	
Property Owner's Name: <u>Kevin Norried</u>		Property Owner's Telephone: <u>(435) 658-5557</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			Building Occupancy Type: _____
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>Aug 15</u> Business Hours: From _____ To _____ M T W TH F S SU (please circle)			
Detailed Description of Business: <u>Home medical Equipment. Rental of oxygen, wheelchairs, hospital beds, etc.</u>			
Commercial Square Feet: _____		No. of Mobile Home Spaces: <u>—</u>	
No. of RV Spaces: <u>—</u>			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>11859742-002-STC</u>		Federal Tax I.D. No. (Include copy, if applicable): <u>87-0563433</u>	
State License No. (Include copy, if applicable): _____		State License Type: _____	
<p><b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b></p> <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			
<p><b>NOTE:</b> If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			



# Sheraton Reservation #571198681. We look forward to seeing you.

**Sheraton Salt Lake City Hotel**

Mon, Jul 21, 2014 at 1:53 PM

<GCCUSTSERVICE@confirm.starwoodhotels.com>

Reply-To: "GCCUSTSERVICE@confirm.starwoodhotels.com"

<GCCUSTSERVICE@confirm.starwoodhotels.com>

To: "LAURIET@PRICEUTAH.NET" <LAURIET@priceutah.net>

Trouble seeing this email? View it in a browser for up-to-date reservation information, or to view in

English, Français, Español, Deutsch, 中文(简体), 日本語, Italiano, Português, Русский, اللغة العربية, 中國(傳統), 한국어, Polski, Türkçe, Nederlands



## Sheraton Salt Lake City Hotel

150 West 500 South, Salt Lake City  
Utah 84101, United States  
Phone: (1)(801) 401-2000 Fax: (1)(801) 531-0705



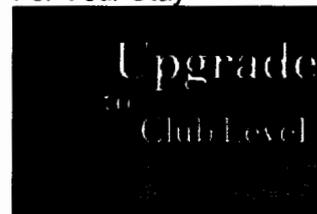
- [Contact Us](#)
- [Your Room](#)
- [Guest Services](#)
- [Dining Options](#)
- [In The Neighborhood](#)
- [Finding Your Way](#)
- [Meetings & Events](#)

Hello Laurie,

We're pleased to confirm your upcoming stay at the Sheraton Salt Lake City Hotel and look forward to your arrival.

We invite you to stay on our **Club Level Floor for an additional \$30 per night**. Sheraton Club offers a place to be more productive, catch up with friends, enjoy complimentary breakfast or a snack throughout the day. **Upgrade Now >>**

For Your Stay



Upgrade to a Club Level

If there's anything special we can do in preparation for your stay please don't hesitate to contact us. In the meantime, safe travels. Room for an additional \$30 per night.

Jason Ford  
GENERAL MANAGER  
STAY CONNECTED



Confirmation: 571198681

**Your Schedule:**

Check In 10-SEP-2014 - 3:00 PM \*

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Check Out 12-SEP-2014 - 12:00 PM \*

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Number of Rooms 3

---

Number of Guests 3

---

\* Indicates standard hotel check-in and check-out times and does not reflect special arrangements made with the hotel.

**Your Accommodations: Room 1 of 3**

Guest Name LAURIE TRYON

---

Number of Adults/Per Room 1

---

Number of Children/Per Room 0

---

**Room Description**

**King Bed**

- Traditional Non-smoking, Smoke-free
  - 32 Sq.m/345 Sq.ft
  - Sweet Sleeper Bed
  - Balcony
  - City
  - Mountain Or Garden View, 42 Inch Flat Screen Lcd Tv
- 

Remarks

**Your Accommodations: Room 2 of 3**

Guest Name KATHY HANNA-SMITH

---

Number of Adults/Per Room 1

---

Number of Children/Per Room 0

---

**Room Description**

**King Bed**

- Traditional Non-smoking, Smoke-free
- 32 Sq.m/345 Sq.ft
- City
- Mountain Or Garden View, 42 Inch



Room taxes may be charged on deposits and any penalties.

Debit and Credit cards will be authorized at check-in for the amount of your stay, plus an amount to cover incidentals. Please visit "Announcements" on the hotel website for more information.

This credit card must be valid for the entire stay. Please present the credit card used to make this reservation upon check-in at the hotel. Please note: If you are booking on behalf of someone else, you must contact the hotel directly to arrange for third party billing.

#### Your Privacy

Please note: For security purposes, you will be asked to provide a valid government or state-issued photo ID at check-in.

This email may contain links to websites that collect personally identifiable information about you. Starwood Hotels & Resorts Worldwide, Inc. is not responsible or liable for the actions of such independent websites, and encourages you to review the privacy statements and policies of such websites to understand how they collect, use and store such information.

[Click here for Starwood Hotels & Resorts Worldwide, Inc.'s Privacy Statement.](#)

#### Disclosure

##### **Modify and Cancel Information**

To view, change or cancel your reservation, please visit [sheraton.com](http://sheraton.com). Any modification to a reservation is subject to the hotel's availability at the time the modification is requested and may change the rate and/or require payment of cancellation fees. If you require further assistance, please contact Sheraton Hotels and Resorts at 800-325-3535 if you are calling from the United States or Canada. Otherwise, click here for the telephone number of the Worldwide Reservation Office nearest you. Please note that reservations cannot be changed or canceled via email.

##### **Guarantee Rules**

For reservations guaranteed with a form of payment at time of booking, rooms are held until hotel check-out time the day following arrival. For reservations not guaranteed with a form of payment at time of booking, rooms are held until set cancellation time per the rules of the reservation. In the event more guests arrive than can be accommodated due to hotel overbooking or an unforeseen circumstance, and hotel is unable to hold rooms consistent with this room hold policy, hotel will attempt to accommodate guests, at its expense, at a comparable hotel in the area for the oversold night(s), and will pay for transportation to that hotel.

##### **Smoking Policy**

All guest rooms and public spaces are 100% non-smoking. A \$200 cleaning fee will be charged to any guest who violates the smoking policy.

##### **Exchange Rate**

For non-US hotels, rates confirmed in USD may be converted to local currency by the hotel at your time of stay, based on the exchange rate used by the hotel and are subject to exchange rate fluctuations. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the hotel's control and may impact the amount charged to your credit card. Please

contact the hotel if you have any questions.

### Rate/Reservation Validity

Please note that electronic reservation confirmations are provided to you solely for your convenience and that we retain official records of our reservation transactions, including details of dates of stay and room rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation and our official records, our official records shall control. Tampering with this confirmation to alter the room rate, or any other reservation information is strictly prohibited and may have legal consequences.

### Early Departure

Many Starwood hotels have an early departure fee. When you check-in, you will be asked to confirm your departure date. You may be able to change your departure date without a penalty if your rate plan permits and if you do so before the end of your arrival day. After reconfirming your departure date, if you decide to leave earlier, you may be charged the early departure fee. Please contact the hotel if you have any questions.

Starwood Hotels & Resorts Worldwide, Inc.  
One StarPoint, Stamford, CT 06902 USA

This is a post only e-mail. Please do not reply to this message.  
Unsubscribe from further marketing email communications related to this stay.



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[rick@priceutah.net](mailto:rick@priceutah.net)

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## Registration Confirmation - ULCT Annual Conference 2014

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**Nick Jarvis** <njarvis@ulct.org>  
Reply-To: njarvis@ulct.org  
To: Rick Davis <lauriet@priceutah.net>

Wed, Aug 20, 2014 at 9:08 AM

Dear Rick:

Your registration has been confirmed. Please save this email for future reference.

---

**Event:** ULCT Annual Conference 2014

**Attending:** Rick Davis

**Time:** 7:00 AM

**Date:** Wednesday, September 10, 2014

**Confirmation number:** LKN5NCYQZ4Q

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<b>Registration Information:</b>
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Registration Items
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Rick Davis
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Full Registration
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To view or modify your online registration, [Click here](#). You will be asked to enter the confirmation number shown above.

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### Having trouble with the link?

Copy and paste the address listed below into your web browser:  
<http://www.cvent.com/d/tAx8AFhmlkigeiLHg7pkgg/3m19/P1/5S?>

If you no longer want to receive emails from Nick Jarvis,  
click [Opt-Out](#)

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