

Mayor
MICHAEL KOURIANOS
City Attorney
ERIC JOHNSON
City Recorder
JACI ADAMS
City Treasurer
VACANT
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

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 05:00 PM on 11/13/2024. 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. INTRODUCTION, APPOINTMENT, SWEARING IN. Introduction, appointment and swearing in of Zack Tonc by the Price City Recorder as Price City Treasurer.
- b. DONATION TO PICKLEBALL COURTS. Presentation and consideration and possible approval of a donation to the Price City Pickleball Court project by the Southeastern Utah District Health Department, Jessica Serfustini.
- c. ORDINANCE NO. 2024-007. Consideration and possible approval of An Ordinance Enacting the Reauthorization of a City Option Botanical, Cultural, Recreational, and Zoological Tax ("ZAP") by the Governing Body of Price City, Carbon County, Utah ("City") Approving the Limited Sales and Tax or Zap Tax in the Amount of One-Tenth of One Percent (0.01%) on all Applicable Transactions Within the City; Providing for the Uses of Said Tax, Period of Time for Which the Tax Will be Imposed; and Related Matters.
- d. RESOLUTION NO. 2024-023. Consideration and possible approval of A Resolution that the City Council of Price City, Carbon County, Utah Sit as a Board of Canvassers for the Purpose of Canvassing the Returns of the Opinion Question Held in the City on November 5th, 2024 Related to the Reauthorization of a Botanical, Cultural, Recreational and Zoological Sales and Use Tax ("ZAP"), and Related Matters.
- e. PROJECT 19C-2024 WAVE POOL BOILERS REPLACEMENT - Consideration and possible approval of First Service & Mechanical (FSM) as the successful bidder to replace the two boilers at the wave pool for \$296,710.00. FSM was the only eligible bid received. Majority of the project will be funded with ZAP Tax funding.

5.CONSENT AGENDA

- a. MINUTES for 10-23-2024 City Council Workshop & City Council.
- b. ENGINEERING SERVICES AGREEMENT. Consideration and possible approval of an engineering services agreement between Price City and Stantec for preliminary air permit analysis.
- c. CAREER LADDER. Consideration and possible approval of a Career Ladder for Will Payne from Operator II, Grade 9 to Operator III, Grade 10.
- d. BUSINESS LICENSES. Maverick, Inc. #755 at 651 S Carbon Ave. Terry Family Chiropractic, Inc. at 55 N 600 E for Russell Terry.
- e. TRAVEL REQUESTS. Shelby Sweet, Utah Animal Control Officers Association, January 22-24, 2025, St. George, UT.

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.

ORDINANCE NO. _____

AN ORDINANCE ENACTING THE REAUTHORIZATION OF A CITY OPTION BOTANICAL, CULTURAL, RECREATIONAL AND ZOOLOGICAL TAX (“ZAP”) BY THE GOVERNING BODY OF PRICE CITY, CARBON COUNTY, UTAH (“CITY”) APPROVING THE LIMITED SALES AND TAX OR ZAP TAX IN THE AMOUNT OF ONE-TENTH OF ONE PERCENT (0.10%) ON ALL APPLICABLE TRANSACTIONS WITHIN THE CITY; PROVIDING FOR THE USES OF SAID TAX, PERIOD OF TIME FOR WHICH THE TAX WILL BE IMPOSED; AND RELATED MATTERS.

WHEREAS, the City provided written notice to Carbon County (the “County”) and its governing body of the intent of Price to submit an opinion question to its residents regarding the imposition of the Botanical, Cultural, Recreational and Zoological Tax (“ZAP” tax); and

WHEREAS, County authorized and adopted a resolution stating that the county legislative body was not seeking to impose a tax under §59-12 Part 7, Utah Code Annotated, 1953 as amended (U.C.A.), for purposes of a County option ZAP tax; and

WHEREAS, the City submitted an opinion question in the form of a ballot proposition to its residents at a general election held on Tuesday, November 5th, 2024; and

WHEREAS, the election was held and the ballot proposition was approved by a majority of qualified electors and the canvassing of the election results was verified and approved by the City Council of the City at its regularly scheduled meeting held on Wednesday, November 13th, 2024.

NOW THEREFORE, IT IS HEREBY ORDAINED by the City Council of Price City as follows:

Section 1. IMPOSITION OF THE ZAP Tax. Pursuant to this ordinance, the City imposes a one-tenth of one percent (0.10%) limited sales and use tax on all applicable goods and services sold or distributed within the City.

Section 2. PURPOSES OF THE ZAP Tax. The sales and use tax collected hereunder shall be used for financing recreational facilities within the City and providing revenue for the ongoing operating expenses of recreational facilities within the City or within the geographical area of entities that are parties to an interlocal agreement to which the City is a party, proving for recreational facilities.

Section 3. ADMINISTRATION, COLLECTION AND ENFORCEMENT. The tax collected under this ordinance shall be in accordance with the same procedures used to administer, collect and enforce the taxes collected under §59-12 Part 1, Tax Collection; or §59-12 Part 2, Local Sales and Use Tax Act; and Chapter 1, General Taxation Policies as set forth in §59-12-1402, U.C.A.

Section 4. TERM OF ZAP Tax. The sales and use tax collected hereunder shall be in effect for a ten (10) year period from the date on which the tax becomes effective, April 1, 2025. The City has the right to reauthorize this tax for an additional ten (10) years pursuant to the requirements outlined in §59-12-14-2, U.C.A..

Section 5. FILING REQUIREMENTS. This ordinance along with certification of the election results shall be distributed to the Lieutenant Governor's office and to the Utah State Tax Commission.

Section 6. REPEALER. The provisions of other ordinances in conflict with this ordinance are hereby repealed.

Section 7. SEVERABILITY. The provisions of this ordinance and the provisions adopted or incorporated by reference are severable.

Section 8. EFFECTIVE DATE. This ordinance becomes effective on November 13th, 2024.

PASSED AND ADOPTED by the City Council of Price City, State of Utah, and approved by the Mayor on this ____ day of November 2014.

PRICE CITY, a Utah Municipal Corporation

By: _____
Michael Kourianos, Mayor

ATTEST:

By: _____
Jaci Adams, City Recorder

Price City, Carbon County, Utah
November 13th, 2024

The City Council (the “Council”) of Price City, Carbon County, Utah (the “City”) met in a public session at the regular meeting place of the Council in Price City, Utah on Wednesday, November 13, 2024, at the hour of 5:00 p.m., with the following members of the Council being present:

Michael Kourianos	Mayor
Layne Miller	Councilmember
Amy Knott-Jespersion	Councilmember
Joe Christman	Councilmember
Terry Willis	Councilmember
Tanner Richardson	Councilmember

Also present:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November ____, 2024, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed and pursuant to a motion duly made by Councilmember _____ and seconded by Councilmember _____ was adopted by the following vote:

AYE:

NAY:

A RESOLUTION THAT THE CITY COUNCIL OF PRICE CITY, CARBON COUNTY, UTAH SIT AS A BOARD OF CANVASSERS FOR THE PURPOSE OF CANVASSING THE RETURNS OF THE OPINION QUESTION HELD IN THE CITY ON NOVEMBER 5th, 2024 RELATED TO THE REAUTHORIZATION OF A BOTANICAL, CULTURAL, RECREATIONAL AND ZOOLOGICAL SALES AND USE TAX (“ZAP”), AND RELATED MATTERS.

IT IS HEREBY RESOLVED by the City Council of Price City, Carbon County, Utah, as follows:

1. The Council of the City shall sit as a Board of Canvassers for the purpose of canvassing the returns of the opinion question presented to voters in the City on November 5, 2024.

The Council thereupon made a proper canvass of the election returns of said opinion question and at its conclusion made the following official findings:

BALLOT PROPOSITION

Shall Price City, Utah, be reauthorized to impose a one-tenth of one percent (0.1%) sales and use tax for the purpose of funding recreational and cultural facilities in Price City?

The balloting results on the above Proposition were as follows:

Total votes cast	_____
Total persons challenged	_____
Total persons challenged who voted	_____
Total persons challenged who did not vote	_____
Total number of mutilated ballots	_____
 Total votes cast in favor of reauthorizing the ZAP limited sales and use tax	 _____
 Total votes cast opposing the reauthorization of the ZAP limited sales and use tax	 _____

Based upon the canvass of returns by the Council sitting as a Board of Canvassers, said Council hereby declares the opinion question (proposition to reauthorize the imposition of ZAP Tax) set forth above for all of the above described projects and purposes to have carried.

PASSED AND APPROVED this November 13th, 2024.

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

(SEAL)

STATE OF UTAH)
 :ss
COUNTY OF CARBON)

I, Jaci Adams, hereby certify that I am the duly qualified and acting City Recorder of Price City, Carbon County, Utah (the “City”).

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a regular meeting of the City Council of the City including a resolution adopted at said meeting held on November 13th, 2024, as said minutes and resolution are official of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City this November 13th, 2024.

Jaci Adams, City Recorder

(SEAL)

(Attach copy of Official Ballot for
Opinion Question on ZAP Tax)

ELECTION NOTICE

TO ALL QUALIFIED VOTERS OF PRICE CITY, UTAH:

Take notice that on November 5, 2024, a municipal general election (the “Election”) will be held in Price City, Utah (the “City”), at the polling places listed above. In conjunction therewith, a ballot proposition will be submitted to the qualified voters of the City as follows:

PROPOSITION NO. 1

PRICE CITY, UTAH
ZAP TAX ELECTION
NOVEMBER 5, 2024

/s/ Seth Marsing
Carbon County Clerk

Shall Price City, Utah, be reauthorized to impose a one-tenth of one percent (0.1%) sales and use tax for the purpose of funding recreational and cultural facilities in Price City?

☐ FOR REAUTHORIZING THE IMPOSITION OF A ONE-TENTH OF ONE PERCENT (0.1%) ZAP TAX

☐ AGAINST REAUTHORIZING THE IMPOSITION OF A ONE-TENTH OF ONE PERCENT (0.1%) ZAP TAX

To vote in favor of this tax, completely darken the oval in front of the words “FOR REAUTHORIZING THE IMPOSITION OF A ONE-TENTH OF ONE PERCENT (0.1%) ZAP TAX”. To vote against this tax, completely darken the oval in front of the words, “AGAINST REAUTHORIZING THE IMPOSITION OF A ONE-TENTH OF ONE PERCENT (0.1%) ZAP TAX”.

For purposes of this Election, the polling places for the Election shall be the same as the polling places for the general election held on said date and are as follows:

Voting Districts- Precincts. All, mail in or 751 E 100 N, Price, UT 84501

The polls will be open from 7:00 a.m. to 8:00 p.m.

There will be no special registration of voters for the Election; all persons registered to vote in the general election of the City shall be considered registered to vote in this Election and

the official register last made or revised shall constitute the register for this Election. The Carbon County Clerk will make available at the polling places, a registration list or copy thereof listing all registered voters entitled to use such polling place.

Voting will be allowed to take place at the times, places, and manner as provided by the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended. For information about alternate times and forms of voting (including by absentee ballot), voters may contact the office of the Carbon County Clerk at 751 E 100 N, Price, Utah 84501.

NOTICE is given that on October 10th, 2024, at 11:00 a.m., in the Carbon County Clerk's office, the County Clerk will conduct a test of the voting and/or counting devices, as applicable, to be used for the general election. Any interested person may witness the testing procedure.

NOTICE is further given that on November 13th, 2024 that being no sooner than seven (7) days nor later than fourteen (14) days after the Election, the City Council will meet at its regular meeting place at 5:00 p.m. to canvass the returns and declare the results of the Election.

GIVEN by order of the City Council of Price City, Utah, this May 29th, 2024.

(SEAL)

By: /s/ Michael Kourianos
Mayor

ATTEST:

By: /s/ Jaci Adams
City Recorder

To be published in the Sun Advocate on: October 16, October 23, and October 30, 2024.

STATE OF UTAH)
 :ss
COUNTY OF CARBON)

I, Jaci Adams, the duly chosen, qualified and acting City Recorder of Price City, Carbon County, Utah (the “City”), do hereby certify that the foregoing Official Ballot attached hereto is a full, true and correct copy of the official ballot used at the general election held within the boundaries of the City on Tuesday, November 5, 2024.

WITNESS, my hand and the seal of the City this November 13th, 2024.

Jaci Adams, City Recorder

(SEAL)

EXHIBIT “A”

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jaci Adams, the undersigned City Recorder of Price City, Carbon County, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 13th, 2024, public meeting held by the City as follows:

By causing a Notice, in the form attached hereto as Schedule “1” to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

By causing a copy of such Notice, in the form attached hereto as Schedule “1” to be delivered to a newspaper of general circulation at least twenty-four (24) hours prior to the convening of the meeting.

By causing a copy of such Notice to be posted on the Utah Public Notice Website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____ day of November, 2024.

Jaci Adams, City Recorder

(SEAL)

Schedule “1”
NOTICE OF MEETING

PROJECT 19C-2024 WAVE POOL BOILERS REPLACEMENT

First Service Mechanical, Inc.
3640 South 500 West



BILL TO
Price Municipal Corporation
PO BOX 893
Price, UT 84501 USA

ESTIMATE 46855814	ESTIMATE DATE Nov 06, 2024
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JOB ADDRESS
Price Municipal Corporation
240 East 500 North
Price, UT 84501 USA

Job:

ESTIMATE DETAILS

Price wave pool boiler replacemnet: Demo and remove 2 boilers that are in poor condition due to maintenance of each system. Install 2 new torus 4000 boilers to match the existing system heating requirements. New boilers to be Bryan boiler Model# RV450-W-FDG.

FSM is a watt smart vender and after installation will be able to provide a rebate from dominion energy for \$26,000.00 back for purchasing these boilers. Current boiler lead time is 4-6 weeks this is dependant on signed contract for ordering equipment of when FSM can order the equipment and start the project to meet the 60 day completion time. project will have a 5% bond as requested by price city

Scope of work:

- Remove existing piping and flue from boiler to allow FSM to remove the boiler.
- Remove and dispose of the boilers.
- Place new boilers in their new place .
- Re-pipe and install new flu to the new boilers.
- Start up systems and verify proper operation of systems.
- Test and balance of new boilers and existing hot water heater in mechanical.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	boiler replacement 2 boilers	1.00	\$296,710.00	\$296,710.00
SUB-TOTAL				\$296,710.00
SALES TAX 0%				\$0.00
TOTAL				\$296,710.00

Thank you for choosing First Service Mechanical, Inc.
CUSTOMER AUTHORIZATION
Terms and Conditions

2020-2021

2020-2021

1. FSM shall provide all the material and labor to perform the proposed bid as outlined in the Scope of Work [SOW] provided by Owner/General for this Project. If a Scope of Work is not provided as part of the agreement this agreement default to an automatic Time and Material agreement and will be billed accordingly.
2. The Client/Customer will provide the reasonable deposit not less than 25% of bid proposal for the ordering of equipment and materials relating to bid proposed price.
3. The Client will provide and permit reasonable access to all equipment. FSM will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
4. This agreement does not cover any repairs or maintenance not specifically noted. FSM will obtain authorization for any repairs not covered by this agreement before the work is performed.
5. The Client will be billed for the amounts as per construction schedule line items are completed. Invoices are due within the agreed time frame, not less than 30 days. FSM reserves the right to stop progressive working if payment terms have not been met. FSM will not be held responsible for any indirect or consequential damage of a commercial nature such as, but not limited to, loss of revenue or loss of use or any equipment or facilities as a result of suspension of service due to non-payment. If payment of work is longer than payment term agreed upon late fees and interest will accrue. These terms act as notification to client that FSM has the right to file a mechanical lien on property of which services occurred. Any and all payment collection costs incurred by non-payment from client including attorney fees will be at the your expense.
6. The prices quoted herein are in effect for said amount of time from fifteen (15) days to thirty (30) days from the date of this agreement. After which the prices are subject to change by FSM.
7. Acceptance: The bid work as outlined with specifications, terms and conditions are hereby agreed to by a legally authorized representative for property listed, giving FSM complete authorization to do the work and receive payment as specified. Epidemic Rider: Notwithstanding any provision(s) of this (Sub)Contract, if as a direct or indirect result of any virus, disease, contagion, or any other widespread communicable disease that causes disruption, including but not limited to COVID-19 or any other Epidemic or Pandemic (hereinafter collectively referred to as "Epidemic"), Subcontractor work is delayed, disrupted, suspended or otherwise impacted by, among other things, (i) disruptions to material and/or equipment supply; (ii) illness of workforce, and/or unavailability of labor; (iii) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions and/or directive; (iv) owner or Contractor restrictions and/or directives; (v) fulfillment of contractual or legal health and safety obligations associated with an Epidemic; then (Sub)Contractor shall be entitled to an equitable adjustment to the Subcontract Schedule and duration to account for such disruptions, suspensions, and impacts. Under such circumstances, Subcontractor shall not be liable for any liquidated, compensatory, consequential, special, and/or indirect damages incurred by the Owner or Contractor resulting from such delays. To the extent any of the causes identified above result in an increase in the price of labor, material, or equipment used in the performance of this Subcontract, the Subcontractor shall be entitled to an equitable adjustment to the Subcontract price for such increases. Any such equitable price increases to labor, material or equipment shall be provided by way of a Change Order to the Subcontract. This language shall take precedence over any conflicting language in the Contract Documents.

Sign here

Date

BID FORM

WAVE POOL BOILERS REPLACEMENT

SCOPE

- Remove 2 (two) existing boilers and replace with 2 (two) new boilers.

Base Bid Items					
Item #	Item	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1	Mobilization	1	LS	XXXXX	8356.00
2	Remove Old Boilers	2	Each	5650.00	11,300.00
3	Install New Boilers	2	Each	126,780.00	253,560.00
4	Clean Up + Bond 5%	1	Lump Sum	XXXXX	23,500.00
TOTAL BID					296,710.00

Notes

- Estimated Quantities may be adjusted by Owner based on budget restrictions.
- Old Boiler Type: Bryan Boiler RV450-W-FDG.
- One boiler shall remain in operation for the entire length of the project.
- Price City will require documentation that the Contractor is certified to install these boilers.

17) Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

18) Price Municipal (Price City) reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

19) All products will be applied as per manufacture's specifications.

20) Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

21) Successful Bidder will be required to attend a Pre-Construction Meeting before any WORK is to begin.

22) Warranty shall cover the entire PROJECT (100%) for a minimum of 3 years.

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

WORKING DAYS AVAILABLE

23) Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

24) Bidder agrees that **NO WORK** or any part of the Bid will happen on the following Dates:

NA

25) Bidder agrees that all work will be complete within 365 days from issue of Notice Of Award unless otherwise noted.

) Bidder will indicate the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)	Acceptable Start Dates
19C-2024	12-10-24	60 Days	1-1-2025

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

BID SUBMITTAL

If Bidder is:

A Corporation

By FIRST Service Mechanical
(CORPORATION NAME)

UTAH
(STATE OF INCORPORATION)

6280333-5501
(UTAH CONTRACTOR LICENSE NUMBER)

By Jeffrey Bell
(PLEASE PRINT OR TYPE NAME OF PERSON AUTHORIZED TO SIGN)

[Signature]
(SIGNATURE)

SALES Rep
(TITLE)

(Corporate Seal)

Attest _____
(SECRETARY)

Business address 3640 S 500 W
South SALT LAKE UT 84115

Phone Number 801-968-4220 Email Jeff@FSMHVAC.com

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

An Individual

By _____ (SEAL)
(PLEASE PRINT OR TYPE INDIVIDUAL'S NAME UNDER SIGNATURE)

doing business as _____

Business address _____

(UTAH CONTRACTOR LICENSE NUMBER)

Phone Number _____ Email _____

(SIGNATURE)

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

A Partnership

By _____ (SEAL)
(FIRMS NAME)

(PRINT OR TYPE GENERAL PARTNER'S NAME UNDER SIGNATURE)

(UTAH CONTRACTOR LICENSE NUMBER)

(SIGNATURE)

Business address _____

Phone Number _____ Email _____

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

A Joint Venture

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(SIGNATURE)

(ADDRESS)

Phone Number _____ Email _____

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(SIGNATURE)

(ADDRESS)

Phone Number _____ Email _____

(UTAH CONTRACTOR LICENSE NUMBER)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

<THIS PAGE MUST BE INCLUDED IN YOUR BID>



**PRICE MUNICIPAL CORPORATION (PRICE CITY)
BIDDER INSTRUCTION SHEET
WAVE POOL BOILERS REPLACEMENT
PROJECT NUMBER 19C-2024**

BIDDER INFORMATION

1) The term "Owner" will refer to Price City Municipal Corporation. The term "Bidder" means one who submits a Bid directly to Owner.

BIDDER REPRESENTATIONS

2) In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number	Addendum Date	Bidder Initials

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) Site and all drawings of physical and (2) reports and drawings of Hazardous Environmental Conditions.

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of execution of the Agreement.

3) Bid proposals are desired from licensed, reputable and experienced dealers in accordance with these specifications.

4) The Boilers (units) furnished under this specification shall be a new model, as offered to commercial trade and shall be of comparable quality, workmanship and material. This unit is to meet the following minimum specifications but is not limited to the features furnished by the manufacturer.

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

- 5) The units shall be completely assembled and adjusted. All standard and supplemental equipment shall be installed and shall be ready for continuous operation.
- 6) All parts not specifically mentioned but are necessary for the units to be complete for operation or which are normally furnished as standard equipment, shall be furnished by the Bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
- 7) The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and the current standards in effect and which are applicable to the unit furnished, at the date of acceptance.
- 8) It is the intent of the Owner to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 9) Required measurement standard will be given in English units or the industry's standard units.
- 10) Warranty must cover the entire unit (100% parts and labor with on site or local repair) and shall be provided for a minimum of 12 months from date of acceptance.
- 11) The Owner has the right to accept or reject any or all bid offers and to waive any informality or technicality in any bid proposal in the interest of the Owner.
- 12) The Owner will consider a bid in compliance with these specifications and any reasonable exceptions.
- 13) Requests for any clarification(s) or question(s) to this bid package must be submitted to the Owners Five calendar days prior to the closing of the bid. Any addenda will be issued through the Owner. Any clarification(s) and/or question(s) submitted after the deadline shall not be granted.
- 14) Any and all exceptions must be listed as stated in the **REQUIRED DOCUMENTATION** listed below.
- 15) Failure to comply with any of the requirements in these specifications will result in bid being declared non-responsive and shall result in rejection of bid.
- 16) Bidding documents may be examined and obtained at the Price City Public Works Complex located at 432 West 600 South, Price, Utah. Price Municipal Corporation hereby notifies all

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest, complete, experienced, responsible and reputable bidder, without discrimination on the grounds of race, color, religion, gender or national origin.

<THIS PAGE MUST BE INCLUDED IN YOUR BID>

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
October 23, 2024 – 4:03 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Christman

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Councilmember Willis

Excused: Nick Tatton, Administrative Director, Lisa Richens, Finance Director

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Willis/Fire Safety-Do not leave candles and space heaters unattended, do not run extension cords under rugs.
2. Presentation/Utah Wellbeing Survey for Price City/Courtney Flint
3. Presentation/VOCA Grant & Crime Categories: Types of Services Provided & Program Accomplishments/Debbie Worley

Adjourned: 4:56 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
October 23, 2024

Present:

Mayor Kourianos

Councilmembers:

Joe Christman

Amy Knott-Jespersen

Layne Miller

Tanner Richardson

Terry Willis

Jaci Adams, City Recorder

Miles Nelson, Public Works Director

Excused: Nick Tatton, Administrative Director, Lisa Richens, Finance 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. Jimmy Darter, Liberty Faith Fellowship 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 to not leave candles unattended and pay attention where you run extension cords.

4. GENERAL BUSINESS/DISCUSSION

a. PLANNING COMMISSION (RE) APPOINTMENTS. Consideration and possible approval of the (re)appointment of Kyle Heffernan, Renee Swinburne and Richard Root to the Price City Planning and Zoning Commission for a three (3) year term each beginning January 1, 2025 through December 31, 2027.

MOTION.

Councilmember Christman moved to approve the (re)appointments of Kyle Heffernan, Renee Swinburne, and Richard Root to the Price City Planning and Zoning Commission for a three (3) year term each beginning January 1, 2025 through December 31, 2027. Councilmember Knott-Jespersen seconded and motion carried.

b. SWEARING IN. Jaci Adams, City Recorder will be swearing in the reappointments of Kyle Heffernan, Richard Root, and Renee Swinburne to the Price City Planning and Zoning Commission.

Kyle Heffernan, being the only reappointed Planning and Zoning Commissioner in attendance, was sworn in by Jaci Adams, City Recorder.

c. PUBLIC HEARING WATER TREATMENT PLANT UPGRADES PROJECT: DESIGN PHASE. A public hearing to receive comments on the proposed Water Treatment Plant Upgrades Project: Design Phase. The system upgrades are needed to meet the latest state and federal requirements for water quality, as well as to be able to meet future system demand. Estimated design engineering cost = \$4,269,000.00. Potential funding sources include grants and loans from the Permanent Community Impact Board (CIB) and the State Division of Drinking Water.

MOTION.

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Willis moved to open the Public Hearing at 5:06 p.m. Councilmember Richardson seconded and motion carried. Miles Nelson, Public Works Director reviewed the anticipated Water Treatment Plant upgrade project and the reasons it is needed.

Price City recently utilized two professional engineering firms to conduct studies of two components of the City's water system. One study analysed the potential need to replace the City's aging and outdated Water Treatment Plant (WTP). The other study analyzed the condition of the City's spring water transmission line. The two studies were jointly funded by the Permanent Community Impact Board (CIB) and the Division of Drinking Water (DDW), along with a local match from Price City. The results of the study of the spring water transmission line concluded that the oldest sections of the transmission line are currently leaking and are at risk of a more catastrophic failure within the next 1-2 years. The WTP study determined that a complete overhaul of the facility is needed. This facility is critical infrastructure and is the primary means to deliver a sufficient quantity of clean, safe drinking water to the residents of Price City. In order to address the replacement of the failing sections of the transmission line, the line will need to be taken off line for an extended period in order to replace them. The problem with taking the transmission line off line is that it provides more than half of the City's drinking water supply.

The proposed solution to taking the spring water transmission pipe offline is to proceed with the upgrade to the WTP. The project cost has initially been estimated at over \$42 Million. Price City has made the decision to move forward with the design phase in order to obtain a more detailed estimate for the project before seeking funding for construction.

The estimated cost of the design engineering phase is \$4,269,000.00 or approximately 10% of the construction cost. Price City has applied for funding assistance with the design portion of

the project from both the DDW and the CIB at \$2 Million each. Although grant funding has been requested for the project, it is likely that a significant portion of the potential funding could be in the form of interest bearing loans. The City is also reviewing its current water rates with assistance from Rural Water Association of Utah and will likely need to raise these rates in order to service the debt payments on the loans.

Price City and the surrounding communities in Carbon County have seen a significant shift downward in total employment in the energy industry in recent years. With a local tax base that continues to be fairly stagnant as compared to the average for the State of Utah. Local resources are limited for funding the cost of the design and construction phases of the project. Securing the City's water supply for the future is vital to the City's efforts to grow local capacity and to become a more self-reliant community.

MOTION.

Since no further public comment was discussed or reported, Mayor Kourianos asked for a motion to close the Public Hearing. Councilmember Willis moved to close the Public Hearing at 5:15 p.m. Councilmember Miller seconded and motion carried.

d. WATER TREATMENT PLANT UPGRADES: DESIGN PHASE. Consideration and possible approval of the design phase of the project, including seeking grant and loan funding from the Permanent Community Impact Board (CIB) and the Division of Drinking Water. Estimated design engineering cost = 4,269,000.00.

MOTION.

Councilmember Willis moved to approve the design phase of the project, including seeking grant and loan funding from the Permanent Community Impact Board (CIB) and the Division of Drinking Water. Councilmember Christman seconded and motion carried.

e. QUALITY LIBRARY MONTH. Mayor Kourianos to declare the month of November as Quality Library month, Layne Miller.

Councilmember Miller reported that for the first time ever, the Price City Library received status from the State of Utah as being a quality library. Councilmember Miller would like to recognize November as Quality Library month and recognize the library staff next month.

MOTION.

Councilmember Miller moved to approve Mayor Kourianos to declare the month of November as Quality Library. Councilmember Christman seconded and motion carried.

f. CARBON TICKET SERVICE AGREEMENT. Consideration and possible approval to outline the arrangement under which Carbon Ticket will provide a platform and associated services for the Client beginning with the December Christmas Concert and including any events Price City will host that will require paid tickets.

MOTION.

Councilmember Miller moved to approve the arrangement under which Carbon Ticket will provide a platform and associated services for the Client beginning with the December Christmas Concert and include any events Price City will host that will require paid tickets. Councilmember Knott-Jespersen seconded and motion carried.

g. PROCLAMATION/ELKS DRUG AWARENESS PROGRAM. Consideration and possible approval for Mayor Kourianos to proclaim October 23-31, 2024 as Red Ribbon Week for the Elks Drug Awareness Program.

MOTION.

Councilmember Christman moved to approve Mayor Kourianos to proclaim October 23-31, 2024 as Red Ribbon Week for the Elks Drug Awareness Program. Councilmember Richardson seconded and motion carried.

5. CONSENT AGENDA**MOTION.**

Councilmember Christman moved to approve consent agenda items a. thru e. Councilmember Miller seconded and motion carried.

a. MINUTES for 10-09-2024 City Council Workshop & City Council.

b. APPOINTMENT OF CITY TREASURER. Consideration and possible approval of ratification of the appointment of Nick Tatton as interim City Treasurer until such time as a permanent City Treasurer is recruited and appointed.

c. COST SHARING AGREEMENT WITH MAVERICK: ROSE AVE RECONSTRUCT. Consideration and possible approval of a cost share agreement to reconstruct one block of Rose Avenue below 600 South. Cost of project will be split 50-50 between the two parties at a cost of 22,848.13 each.

d. TRAVEL REQUEST. Miles Nelson, Joint Highway Committee, November 11-12, 2024, Bryce Canyon, UT.

e. BUSINESS LICENSES. Utah Foster Care Foundation at 475 W Price River Dr. for Utah Foster Care. Mindful Pathway Therapy and Counseling at 595 E Main St. for Donna Motte.

6. PUBLIC COMMENTS

Brandon Ratcliffe, Price City employee, had concerns regarding consent agenda item 5.b. and Nick Tatton, Price City Administrative Director serving as interim City Treasurer until filled. His concern being "he already wears too many hats" and has too many responsibilities on his plate. Yvonne Davis, Price City resident has concerns with a clogged ditch behind her property. Reverend Dr. Connie Hillenbrand, Price resident and business owner introduced herself and

services she offers as a Metaphysical Counselor located at the Business Technical Assistance Center (BTAC).

7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

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

Councilmember Willis moved to close the regular City Council meeting. Councilmember Christman seconded and motion carried.

The regular City Council meeting was adjourned at 5:36 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder



Stantec Consulting Services Inc.
727 East Riverpark Lane, Suite 150
Boise ID 83706-4089

September 29, 2024

Steven Richardson
Utility Infrastructure Specialist
Price City
Public Works Complex
432 West 600 South
Price, Utah 84501

Dear Mr. Richardson,

Reference: 1-hr NO₂ Sensitivity Dispersion Model Analysis for Prospective Site

Stantec Consulting Services Inc. (Stantec) is pleased to provide Price City, Utah with this cost estimate to complete initial 1-hr nitrogen dioxide (NO₂) National Ambient Air Quality Standard (NAAQS) sensitivity modeling analysis for a potential new power facility located west of Cedar Hill Drive and east of Carbon High School. There will be a series of test runs ranging from one uncontrolled Caterpillar G3520 engine or similar with various stack heights to engines. Selective catalytic reduction (SCR) control may be applied as appropriate to demonstrate compliance.

Project Understanding

A series of modeling scenarios will be developed outlining the requested changes. Emissions will be updated from the Wheeler Power Systems provided data with an assumed NO_x control efficiency of 93% as necessary. Building configurations and location may be modified as needed. All results will be compared to the 1-hr NO₂ National Ambient Air Quality Standard of 188 µg/m³ with necessary background values incorporated. Hourly and seasonal restriction may be applied to ensure compliance as well.

Scope of Services

The following tasks outlines Stantec's project understanding:

- Task 1 – Determine emissions for one new engines and develop modeling scenario(s) that demonstrate short term NO₂ compliance.
- Task 2 – Prepare a modeling memorandum outlining the two or three most realistic and compliant results.

Reference: 1-hr NO₂ Sensitively Dispersion Model Analysis for Prospective Site

Task 1 – Update Emissions & Modeling Scenarios

NO_x emissions will be developed with input from Price City/Wheeler Machinery as appropriate. Background or meteorological data will be gathered. Physical modifications such as building/stack height will be adjusted as appropriate. SCR control may be added. Additionally, the new engines may be located in areas that result in the best concentration. If necessary, only one engine may be assessed should compliance be problematic. Lastly, daily, and monthly/seasonal restriction will be applied to potentially reach compliance as necessary. Stantec will analyze up to 5 scenarios.

Task 2 – Results Memorandum

The deliverables resulting from the completion of this task is a comprehensive memorandum describing the two or three best scenarios and results. A complete electronic copy will be provided to Price City.

Execution and Deliverables

The deliverables resulting from the completion of this project is a memorandum and a complete electronic copy will be provided to Price City.

Schedule

Stantec will begin updating emissions inventory upon receipt of a signed agreement. The review and updates will be completed within 3-4 weeks.

Project Management

Stantec's approach to providing dedicated, qualified experienced staff to all clients is centered on building efficient project teams that leverage local resources and national technical capability with excellent Project Management. Integral to successful project management is Stantec's Project Management Framework (PMF) developed in line with our ISO 90001-certified Quality Management System, which ensures that top quality services are provide cost effectively to Wheeler in a safe manner. The PMF approach promotes:

- Consistency in project management
- Project planning which allows work to be executed the right way, the first time, and safely.
- Standardization of reporting formats
- Flexibility to use additional technical experts while keeping the client's specific needs and goals in mind.

Reference: 1-hr NO2 Sensitively Dispersion Model Analysis for Prospective Site

- A quality and senior review process that produces high quality documents and deliverables.

Cost Estimate

The budget for the above-described scope of work is estimated not to exceed amount of **\$5,973** and is summarized below. A detailed breakdown is included in **Attachment A**.

Task Description	Estimated Cost
Task 1. Emission Estimates & Modeling Scenarios	\$3,620
Task 2. Results Memorandum	\$1,267
Task 3. Project Management/Internal Review	\$1,086
Total Estimated Costs	\$5,973

Our Standard Terms and Conditions incorporated by reference as **Attachment B**, will apply to all work associated with this proposal. If these services are approved through the issuance of a Purchase Order (or similar), and to the extent any terms of this Proposal and Purchase Order are in conflict, the terms of this Proposal supersede the terms of the Purchase Order.

Please sign Authorization page (or issue purchase order) and return a copy of this letter to the undersigned, signifying Stantec's notice to proceed.

If additional effort is required based on changed scope or assumptions, approval of additional funding will be obtained prior to completing work.

Stantec appreciates the opportunity to work with Price City. Please contact the undersigned should you require any additional information or assistance.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Eric Clark

Project Engineer
Phone: (208) 388-4324
Mobile: (208) 861-7182
eric.clark@stantec.com

Attachment: General Terms and Conditions

Reference: 1-hr NO2 Sensitivity Dispersion Model Analysis for Prospective Site

By signing this proposal, _____
Price City
Client Company Name
authorizes Stantec to proceed with
the services herein described and the Client acknowledges that it has read and agrees to be bound by the
attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, 2024 .
Day Month Year

Per: _____
Price City
Client Company Name

Print Name & Title

Signature



Stantec Consulting Services Inc.
727 East Riverpark Lane, Suite 150
Boise ID 83706-4089

Attachment A Cost Summary Breakdown



Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material
Project Number	TBD
Project Name	1-hr NO2 Preliminary Modeling Assessment
Client Name	Price City, Utah
Business Centre	BC-2037 EnvSvcs-US Mountain
Project Manager	Clark, Eric (134)
Project Independent Reviewer	Madry, Kevin (711)

SUMMARY REPORT

Project Summary	Total Fee
Labour	\$5,973.00
Expense	\$0.00
Subs	\$0.00
Total	\$5,973.00

Planned Start Date	Planned End Date
2024-10-24	2024-12-31

Start Date	End Date	Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
2024-09-23	2024-12-31	Clark, Eric	Senior Engineer / PM	Level 11	\$181.00	29.00	\$5,249.00
2024-09-23	2024-12-31	Goodwin, Christopher	Reviewer	Level 11	\$181.00	4.00	\$724.00
						33.00	\$5,973.00

Design with community in mind



Stantec Consulting Services Inc.
727 East Riverpark Lane, Suite 150
Boise ID 83706-4089

Attachment B Stantec General Terms and Conditions



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 11-6-24*

DATE: November 6th, 2024

SUBJECT: Career Ladder Promotion: Will Payne

Charlie Westbrook is recommending that Will Payne be promoted from Operator II, Grade 9, to Operator III, Grade 10.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Charlie Westbrook, Scott Olsen and Miles Nelson. The Finance Director confirmed the promotion is available in the budget for the 2024-2025 fiscal year. It is recommended that the promotion become effective on the payroll cycle beginning November 17th, 2024. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion, as amended. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for November 13th, 2024. If you have any questions, please contact me.

Cc Charlie Westbrook
Scott Olsen
Miles Nelson
Lisa Richens
Monica Donaldson

3000 sq. ft.

Account No: 3786
 Business Activity: 44711
 Fee: \$150-
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____
 Health Dept: _____

Price
 Utah

BUSINESS LICENSE APPLICATION

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

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

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Maverik, Inc #755</u>			
If Name Change, list previous name: _____			
Business Address: <u>651 South Carbon Ave</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(801) 936-5557</u>		Business E-mail: <u>licensing@maverik.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): <u>185 South State Street #800</u>		City: <u>Salt Lake City</u>	State: <u>Ut</u>
Property Owner's Name: <u>Maverik, Inc</u>		Zip Code: <u>84111</u>	
Property Owner's Telephone: <u>(801) 936-5557</u>		Property Owner's Telephone: <u>(801) 936-5557</u>	
Type of Organization: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal ☐ Home Occupation - Office Use Only ☐ Home Occupation - Activity On Site ☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). ☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach			
Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other			
Opening Date: <u>11/1/2024</u> Business Hours: From <u>12:00am</u> To <u>12:00pm</u> M T W T H F S S U (please circle)			
Detailed Description of Business: gas station/convenience store selling fuel, diesel, tobacco, drinks, snacks, off-premise beer, made to ourder food			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>12281345-002-STC</u>		Federal Tax I.D. No. (Include copy): <u>83-0197092</u>	
State License No. (Include copy): <u>606490-0142</u>		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.			
☒ Alcoholic Beverages		☒ Eating Establishment	
☐ Pawnbroker		☐ Amusement Center	
		☐ Sexually Oriented Business	

Account No: 3700
Business Activity: 6213
Fee: \$150-
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price
Utah

BUSINESS LICENSE APPLICATION

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

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

Business Information			
Business Status: ☐ New Business ☐ Location Change ☐ Name Change ☒ Ownership Change			
Business Name (include DBA): <u>Terry Family Chiropractic, Inc.; DBA Southeast Chiropractic</u>			
If Name Change, list previous name: _____			
Business Address: <u>55 N. 600 E.</u>		Suite/Apt. No.: _____	
City: <u>PRICE</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-4621</u>		Business E-mail: <u>dr.russellterry@gmail.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____ Zip Code: _____
Property Owner's Name: <u>Kelly Terry</u>		Property Owner's Telephone: <u>(435) 650-1171</u>	
Type of Organization: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal ☐ Home Occupation - Office Use Only ☐ Home Occupation - Activity On Site ☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). ☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>June 1, 2024</u> Business Hours: From <u>7</u> To <u>12</u> <u>(M T W T F S S U)</u> (please circle)			
Detailed Description of Business: <u>Chiropractic Care, Decompression, Laser</u>			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>24506552</u>		Federal Tax I.D. No. (Include copy): <u>27-4542975</u>	
State License No. (Include copy): <u>7719074-1202</u>		State License Type: <u>Chiropractor</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. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Pawnbroker ☐ Sexually Oriented Business			

TRAVEL REQUESTS



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

Purchase Order # 58552

To: 13827 SWEET, SHELBY 933 WEST 1400 NORTH PRICE UT 84501	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
10/28/2024	kaibreej		POLICE	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM UACOA CONFERENCE 01/22/2024-01/24/202	10-62-230		136.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	136.00

Authorized Signature

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

Price City Police Department Travel Request and Authorization

Date: 10/28/2024

Employee: Shelby Sweet

Purpose of Travel: Utah Animal Control Officers Association

Agency Sponsoring Activity: UACOA

Destination: Saint George, UT

Dates employee will be involved in training (include travel time): 01/22/24-01/24/2024

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

Flight + Transportation \$ _____

Meals: Breakfast:\$39.00 \$ 136.00
Lunch:\$45.00
Dinner:\$52.00

Lodging: BestWestern \$85.00 + tax per night (On Visa) \$ 286.41
286.41

Registration Fees: \$ 300.00

(On Visa)
Other Expenses: _____ \$ _____

Total (estimate): \$ 136.00

Submitted by: _____ Chief Brandon Sicilia

Submitted to City Council for Approval on _____

Per Diem Calculator

	Breakfast	Lunch	Dinner	
Jan 22nd	1	1	1	
Jan 23rd	1	1	0	
Jan 24th	1	1	1	
Total Meals Per Day:	3	3	2	
Total \$:	\$ 39.00	\$ 45.00	\$ 52.00	\$ 136.00

October 11, 2024

Dear Animal Control Officers and Shelter Workers:

The 2025 Annual Conference will be held **Jan. 22th, 23rd, and 24th of 2025**. The conference will be at **THE ABBEY INN, St. George Utah**, The Conference will run a full three days, Wednesday through Friday. The cost of the Conference is \$300.00 which includes tuition for the conference, UACOA membership, and a banquet held on the evening of January 23rd. The deadline for tuition is **December 31, 2024**. If you fail to register and pay after December 31st 2024 the cost will be \$350.00 per person. If you fail to register and/or do not pay tuition by December 31th 2024, you may not be able to attend the banquet.

The cost per room this year is **\$85.00 + tax per night for single occupancy and \$90.00 + tax per night for double occupancy**. Be sure to let The Abbey Inn know you are with the Utah Animal Control Officers Association and reserve your room by **December 22, 2024** to get this rate. Use the following link to your room at https://www.bestwestern.com/en_US/book/hotel-rooms.45072.html?groupId=S33BS8Q5 Or contact The Abbey Inn at (435) 652-1234.

The auction will be back again this year. The awards have changed we will now have recognitions for ***Years of Service, Officer of the Year, Shelter Employee of the Year, Volunteer of the Year and Rescue of the Year.***

If you have any questions or concerns, please contact Ian, Debbie, or Stephanie at the agency numbers listed below. We look forward to seeing you in St George.

Sincerely,
Stephanie Whitehead

President

Ian Williams
8715 S. 700 W.
Sandy, UT 84070
(801) 352-4455
iwilliams@sandy.utah.gov

Vice President

Debbie Pedersen
5355 W. Herriman Main St.
Herriman, UT 84096
(385) 235-0062
dpedersen@herrimanpd.org

Secretary

Stephanie Whitehead
11439 S. 5600 W.
Payson, UT 84651
(801) 369-9922
Utahacoassociation@gmail.com

**** NOTE Conference tuition checks should be sent to Stephanie Whitehead ****

If you would like to pay with a card, please email Stephanie at the association's email Utahacoassociation@gmail.com so an invoice can be sent to you. A \$10 per person registration fee will be added to all card payments.

2025 UACOA Conference

Wednesday	Thursday	Friday
8:00-9:00 Registration (you can also register the night before if you prefer between 5pm and 6pm) There will be a meet and greet the night before between 5pm and 7pm	8:00 – 9:15 Ritualistic Animal Crimes – Dr. Robinson DVM (Code 3) This class will help you identify ritualistic animal crimes, navigator occult scenes and distinguishing a real ritual animal crime scene from a prank or other similar activities.	9:00-10:30 ADA Service Animal vs Therapy Animals vs Emotional Support Animals - Rocky Mountain ADA Center If you have ever been confused on ADA rules and regulations the Rocky Mountain ADA Center will be here to answer all of your questions
9:00-10:30 Welcome, Membership, Finances, and Introductions (Board Members)	9:45 – 10:00 Break	10:30 -10:45 Break
10:45-12:00 DWR - Protected vs unprotected wildlife and understanding DWR response times	10:00- 12:00 Ritualistic Animal Crimes - Code 3 (Continued)	10:45 -12:00 K9 - Sandy City K9 Division How Aco's can work with and better assist our K9 Officers
12:00-1:30 Lunch on your own	12:00-1:30 Lunch on your own	12:00 – 1:30 Lunch
1:30-2:45 Animal Cruelty - Dr. Sabo	1:30- 3:00 Wild Wonders - Sara Jacobson Domesticated Fox and what you need to know	1:30 - 3:00 K9 - hand on with the K9 dogs A waiver will be required to be signed prior to participating with any direct hands on with the K9
2:45-3:00 Break	3:00- 3:15 Break	3:00 - 3:15 Break
3:00-4:30 Animal Cruelty - Dr. Sabo (Continued)	3:15 - 3:30 Elections for President, Secretary / Treasurer and two Board members	3:15 - 4:00 Discussion on upcoming new laws for the current legislative year and what laws would we like to see changed or added in next year legislative session
4:30-5:00 Election Nominations for President, Secretary/ Treasurer and two Board Members	6:00-8:00 Dinner and Awards for Conference Attendees & their Spouse (Social Hour will start at 5pm)	

2025 UACOA Annual Conference
January 22nd, 23rd, and 24th 2025 St. George

Name: Shelby Sweet
Address: 910 N. 700 E
City, State, Zip: Price, UT 84501
Agency & Phone Number: Price City Police Department 4356363190
Email: price police @ price city . net
Years of Service: _____

Please circle the number of people for dinner on Thursday Evening 1 2 Circle a choice
(You will only be counted as one if no number is circled.)

☐ I prefer a vegan / vegetarian plate for _____ people.

Tuition: \$300.00 for all three days (Includes U.A.C.O.A. Membership for 2025)

Late registrations will be charged an extra fee of \$50.00 after December 31, 2024.

☐ If your Officer or Shelter staff will be leaving the conference before the last class ends at 4pm on Friday please check this box so we can have the certificate prepared early. If not checked the certificates will not be available until 4pm or a \$5 fee will be charged before mailing the certificated out.

You can pay by check by sending it along with this registration form to the address below. Or send an email including this registration form to Utahacoassociation@gmail.com and request an invoice to be sent to you to pay with a card. There is a ten dollar per person registered fee for card payments.

C/O Stephanie Whitehead
11439 S. 5600 W.
Payson, UT 84651

UTAH ANIMAL CONTROL OFFICERS ASSOCIATION

K9 Training Liability Waiver

I, Shelby Sweet, understand that by participating in the K9 session of the Utah Animal Control Officers Association conference, I may have the option to participate in hands on encounters and engage in physical activities, including but not limited to physical contact with the K9 dogs. These training activities may require that I bend, stoop, squat, lift, roll or twist my extremities, and present myself as a subject of K9 deployment.

I also agree to defend, hold harmless and waive any claim of liability against Sandy City, the Utah Animal Controls Officers Association, its officers, employees, agents, representatives and volunteers from any and all claims, bodily injury or other damages resulting from this training. K9 Officers and handlers from the Sandy City Police department will be providing the instruction for the UACOA conference. I understand that Sandy City, and the Sandy City Police Department, assume no liability for any physical or bodily injury, damage and/or loss whatsoever which I may suffer while participating in the UACOA conference and its trainings.

I also understand that my participation, by engaging in training activities or as a spectator, could result in serious injuries and related damages.

I further understand that my participation in the hands-on portion of the K9 training is completely voluntary and is no way a requirement for my current job assignment.

By signing this waiver, I also acknowledge that my Supervisor, Director, Chief, Sheriff, City Manager and/or employer is aware of and consents to my voluntary participation in the K9 deployment.

Shelby Sweet

Signature of participant

Shelby Sweet

Print

DATED this 28 day of OCTOBER, 2024

CHECK-IN	CHECK-OUT
3:00 PM	11:00 AM
Tuesday	Friday
21	24
JANUARY 2025	JANUARY 2025

HOTEL AMENITIES**Room 1**

Room

Suite-1 King Bed

Rate

Dynamic Group 0615

Maximum Occupancy

1 Adult

Your Room May Include: Non-Smoking, Eurotop Mattress, Wireless High-Speed Internet, Microwave And Refrigerator, Coffee Maker, Full Breakfast

Reservation Amount

TOTAL CHARGED TODAY \$0.00

TOTAL CHARGED ON ARRIVAL \$286.41

ROOM 1 \$ 255.00

PRODUCTS \$0.00

TAXES & FEES \$31.41

TOTAL COST OF STAY \$286.41

Cancellation Policy

You may cancel your reservation for no charge before 04:00 PM local hotel time on Monday January 20, 2025.

Canceling after 04:00 PM local hotel time on Monday January 20, 2025 or failing to show for a reservation will result in a charge of \$85.00 USD to your credit card or other guaranteed payment method. Taxes and or other fees may apply.



Best Western To Go® App

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- Manage your Rewards account
- Register for special offers

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Vib
Sadie
Best Western
Aiden

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by Best Western
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PLUS
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by Best Western
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by Best Western
SureStay
STUDIO

VALUE

EXTENDED STAY

INVOICE

Utah Animal Control Officers
Association
11439 S. 5600 W.
Payson, Utah 84651

utahacoassociation@gmail.com
+1 (801) 369-9922

U.A.C.O.A.

Bill to
Price City PD
910 N. 700 E.
Price, UT 84501

Invoice details

Invoice no.: 1203
Terms: Net 30
Invoice date: 10/28/2024
Due date: 11/27/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Conference	2025 UACOA Conference	1	\$300.00	\$300.00
2.		Surcharges		1	\$10.00	\$10.00

Total \$310.00

Ways to pay



View and pay



Payment receipt

You paid \$310.00

to Utah Animal Control Officers Association on 10/28/2024

Invoice no.	1203
Invoice amount	\$310.00
Total	\$310.00
Status	Paid
Payment method	Credit Card
Authorization ID	MU0228106544

Thank you

Utah Animal Control Officers Association

+1 8013699922

utahacoassociation@gmail.com

11439 S. 5600 W., Payson, Utah 84651

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.