

Mayor
MICHAEL KOURIANOS
City Attorney
ERIC JOHNSON
City Recorder
JACI ADAMS
City Treasurer
BILLIE HEILESEN
Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
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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 07/09/2025. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1.PLEDGE OF ALLEGIANCE

2.ROLL CALL

3.SAFETY SECONDS-Councilmember Miller

4.GENERAL BUSINESS/DISCUSSION

- a. QUARTERLY EMPLOYEE WORKPLACE SAFETY DRAWING. Drawing for the quarterly employee workplace safety prize for qualifying Price City employees.
- b. PRESENTATION. Eagle Scout Project/Kiosk of Mountain Bike Trails/repair of trails
- c. PRESENTATION. Consideration and possible approval of funding request from USARA (Utah Support Advocates for Recovery Awareness). Mersades Morgan, Price Center Lead/Peer Recovery Coach will be in attendance to talk about the USARA program.
- d. ENGINEERING SERVICES AGREEMENT MODIFICATION: HORROCKS- Consideration and possible approval of an Engineering Services Agreement Modification with Horrocks for \$215,000 to complete the Upper Price River Plan-EIS. Funding source is the City's irrigation water lease reserves.
- e. CLOSED SESSION. Closed session of the Price City Council for the discussion of the character or competency of an individual.

5.CONSENT AGENDA

- a. MINUTES for 06-25-2025 City Council Workshop, City Council and Community Development & Urban Renewal Agency (CDURA).
- b. REQUEST FOR QUALIFICATIONS (RFQ), ENGINEERING SERVICES- Consideration and possible approval to solicit proposals from qualified engineering firms for design and construction

engineering services for Project 9C-2025, Spring Water Transmission Line Replacement. The opportunity will be advertised publicly through local media and the Public Notice Website.

- c. AE2S SERVICE CONTRACT, SRF FUNDING-Consideration and possible approval of a letter contract for professional services to provide assistance with completing the requirements for the State Revolving Fund (SRF) loan for the Spring Water Transmission Line Replacement project.
- d. INTERLOCAL AGREEMENT. Consideration and possible approval of an Interlocal Agreement for the Provision of Indigent Defense Services.
- e. MANAGING DEFENDER AGREEMENT. Consideration and possible approval of the annual Agreement to Provide Managing Defender Services between Price City and Robert Oliver.
- f. LETTER OF SUPPORT. Consideration and possible approval to send letter of support to T-Mobile Main Street grant program for the Geologic Walk-Through Time Price River Walkway transformation project.

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.

QUARTERLY EMPLOYEE WORKPLACE SAFETY DRAWING

Price^{Utan} **PLAYS SAFE**

\$400.00



Sutherlands

Gift Card

Drawing July 2025

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
June 25, 2025 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Councilmember Willis

Excused: Nick Tatton, Administrative Director, Councilmember Christman

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Knott-Jespersen reported on tips to beat the heat; stay hydrated, eat healthy meals, take breaks, ventilate and circulate air. Also recognize symptoms of heatstroke and heat exhaustion, such as, confusion, fainting, heavy sweating, etc.
2. Mayor's report: Email received from out of area person that was in Price City for a softball tournament, praising the Parks & Cemetery employees for an excellent job they did preparing and keeping the ballfields in great condition throughout the tournament. Utah Power & Light Credit Union has donated Reddy Killowatt, a metal statue that will be placed on the corner of 1st East and 100 North. Olsen Reservoir, petition has been signed by all neighbors, Public Works still looking for new location. Concern with downtown sidewalks and citizens falling on uneven sidewalks, tripping hazards. Ordinance/policy/resolution needs to be enforced.
3. Councilmember report: Knott-Jespersen: "Welcome to Price" sign for Hwy 10 will be done soon. Met with USU Eastern regarding way finding signs and funding.
4. Councilmember report: Miller: The USU Museum may be interested in being involved with the way finding signs. Possible location move for the Kokopeli statue back to the museum and maybe having a coal mine sculpture made by Danny Blanton added to the corner, which is coal mine themed.
5. Councilmember report: Richardson: Price City received a \$2000 sponsorship from Castleview Hospital for International Day's, follow-up phone call to carnival and drone show companies to finalize everything. Need to meet with drone show company to decide on what the drone show will consist of, waiting to hear back from both.
6. Councilmember report: Willis: Met last week to go over capital improvement project plan. Staff and other officials met with Dragonfly last week; they are frustrated because they do not have the business that they thought they would have. They have one year to increase their business.

Adjourned: 4:56 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

DRAFT

Minutes of the Price Community Development and Urban Renewal Agency (CDURA) Meeting
City Hall, Price, Utah
June 25, 2025, at 6:02 p.m.

Present:

Mayor Kourianos, Chairman

Board members:

Amy Knott-Jespersen

Layne Miller

Tanner Richardson

Terry Willis

Jaci Adams, City Recorder

Miles Nelson, Public Works Director

Lisa Richens, Finance Director

Excused: Nick Tatton, Administrative Director, Board member Christman

Staff/Others: See Public Meeting Sign-In Sheet

Chairman Kourianos called the Community Development and Urban Renewal Agency (CDURA) meeting to order at 6:02 p.m.

1. AGENDA

a. MINUTES for 06-11-2025 Community Development and Urban Renewal Agency.

MOTION.

Board member Willis moved to approve the minutes for 06-11-2025 Community Development and Urban Renewal Agency (CDURA) meeting. Board member Miller seconded and motion carried.

b. PUBLIC HEARING. To receive public comment on the Tentative Budget for Fiscal Year 2025-2026.

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

MOTION.

Board member Willis moved to open the Public Hearing at 6:03 p.m. Board member Knott-Jespersen seconded and motion carried.

Lisa Richens, Finance Director reviewed the Tentative Budget for Fiscal Year 2025-2026. Since there was no public in attendance or further discussion, Chairman Kourianos asked for a motion to close the public hearing.

MOTION.

Board member Willis moved to close the Public Hearing at 6:05 p.m. Board member Knott-Jespersen seconded and motion carried.

c. RESOLUTION NO. 2025-01R. A Resolution Adopting the Financial Budget of the Community Development and Urban Renewal Agency of Price City, Utah for the Fiscal Year Ending June 30, 2026.

MOTION.

Board member Richardson moved to approve Resolution No. 2025-01R adopting the Financial Budget of the Community Development and Urban Renewal Agency of Price City, Utah for the Fiscal Year Ending June 30, 2026. Board member Miller seconded and motion carried.

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

MOTION.

Board member Miller moved to adjourn the Community Development & Renewal Agency meeting. Board member Willis seconded and motion carried.

The Community Development and Renewal Agency (CDURA) meeting was adjourned at 6:06 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Chairman

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
June 25, 2025

Present:

Mayor Kourianos

Councilmembers:

Amy Knott-Jespersen

Layne Miller

Tanner Richardson

Terry Willis

Jaci Adams, City Recorder

Lisa Richens, Finance Director

Miles Nelson, Public Works Director

Eric Johnson, City Attorney

Excused: Nick Tatton, Administrative Director, Councilmember Christman

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:01 p.m. and then led the Pledge of Allegiance.

2. ROLL CALL

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

3. SAFETY SECONDS

Councilmember Knott-Jespersen reminded everyone how to avoid heatstroke and heat exhaustion during the hot temperatures.

4. GENERAL BUSINESS/DISCUSSION

a. PARTNERSHIP BETWEEN PRICE CITY AND UTAH POWER & LIGHT CREDIT UNION. Consideration and possible acceptance of Reddy Kilowatt, a metal statue to be placed by the Power Plant Steam Turbine on the corner of 1st East and 100 North. The metal statue was donated by Utah Power & Light Credit Union.

MOTION.

Councilmember Knott-Jespersen moved to accept Reddy Kilowatt to be placed by the Power Plant Steam Turbine on the corner of 1st East and 100 North. Councilmember Miller seconded and motion carried.

b. PUBLIC HEARING: CAPITAL IMPROVEMENT PLAN. A public hearing to receive comments on the proposed capital improvement projects and purchases for the 2025-2026 fiscal year and following four-year period as well as the projected future periods.

Mayor Kourianos asked for a motion to open the public hearing.

MOTION.

Councilmember Knott-Jespersen moved to open the public hearing at 5:05 p.m. Councilmember Richardson seconded and motion carried.

Miles Nelson, Public Works Director highlighted and reviewed line items regarding the proposed projects and purchases on the 2025-2026 Capital Improvement Plan. He specifically reviewed the projects that are identified for possible CIB funding and noted that although the projects may be applied for as grants it is likely that interest bearing loans are what may be approved. Fiscal year 2025-2026 projects, in addition to prior projects and purchase debt service payments, that were reviewed include:

CLASS C (RESTRICTED FUNDS)

• Backhoe #5311	\$33,930 debt/payment
• Replace 2005 Int. 10-Wheeler #4321	\$44,778 debt/payment
• Replace 1999 Int. Dump Truck #4332	\$207,792
• Paint Striping	\$35,000
• Materials (salt, cold mix, HMA, etc.)	\$70,000
• Sign Replacement	\$15,000
• Crack Sealing	\$70,000

TRANSPORTATION SALES/COUNTY OPTION HIGHWAY TAX (RESTRICTED FUNDS)

• Street Maint. Shed (c.f.bal)	\$321,983
• Street Maint. Shed (r.t.ifra)	\$193,222

JOINT HIGHWAY FUNDING (RESTRICTED FUNDS)

• Carbon Ave/300 E canal crossings	\$48,469	\$667,472/grant
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STORM WATER UTILITY (RESTRICTED FUNDS)

• 2017 Flood Infrastructure project	\$28,400 debt/payment
• Local culvert replacements	\$10,000
• Canal fence replacements	\$10,000
• Wood Hill flood ditch	\$101,250
	\$2,677,238/grant
	\$300,000/loan
• Wood Hill regrading	\$100,000
• FEMA LOMAR bike race bridge	\$8,000

WATER & SEWER

• Transmission & 10 MG tank	\$256,925 debt/payment
• 2009B DWQ sewer replacements	\$43,000 debt/payment
• 2010 DDW Water replacements	\$117,559 debt/payment
• 2011B Water Main replacements	\$23,000 debt/payment
• 2011A Sewer Main replacements	\$13,000 debt/payment
• 2009 PWC roof	\$17,000 debt/payment
• 2016 Water/sewer replacements	\$37,670 debt/payment
• 2018 Water/sewer replacements	\$19,275 debt/payment
• 300 E 400 N to 700 N water (2020)	\$89,590 debt/payment
• In-house water replacements	\$10,000
• In-house sewer replacements	\$10,000

• Easements-trans pipeline replacement	\$50,000	
• Transmission Pipeline Replacement		
Phase I: Colton Springs-Kyune	\$100,000	
	\$4,559,000/grant	
	\$10,638,000/loan	
• Water Treatment Plant upgrades	\$250,000	\$1,250,000/grant
• Water Acquisition & purchase	\$20,000	
• SCADA: Colton Well #1 & Springs meter	\$12,000	
• Lower Elev. Reservoir Const/EIS Finish	\$969,621	

ZAP TAX

• Pool ADA Family Restroom	\$35,000	
• Pool-replace rusty electrical panels/wire	\$40,000	
• Replace WIBIT	\$25,000	
• Washington Park-add 3 pickleball courts	\$150,000	\$100,000/grant
• South Park Equip. storage shed (parks)	\$20,000	
• Pioneer Park retaining wall w/fence 100 E	\$125,000	
• Rose Park Playground Upgrade	\$35,000	\$35,000/grant
• Playground Equipment-BB Fields 4 & 5	\$37,500	\$37,500/grant
• Cove Basin Trail repave	\$20,000	
• Major League (field #1) backstop replace	\$35,000	
• Babe Ruth (field #2) ADA access upper pad	\$10,000	

GENERAL FUND – PARKS/CEMETERIES

• Cliffview Cemetery Expansion	\$39,154 debt/payment	
• Community Baseball Complex (CSD)	\$39,154 debt/payment	
• John Deere Compact Trk loader (lease/P)	\$16,276 debt/payment	
• Replace 1996 Ford 1 Ton Dump Trck #3709	\$65,000	
• Snow blade for track loader	\$8,000	
• Cab for side by side	\$10,000	
• Replace 2017 Dixie Chopper Mower #7727	\$10,000	
• Replace 2011 Walker Mower #7723		
• Replace 2011 Walker Mower #7719		
• Price Cemetery bldg. roof replace	\$10,000	

ELECTRIC/UTILITIES

• 400 E 46 KV	\$500,000	\$1,000,000/grant
• Replace vibe #2115 with pickup	\$55,000	
• SCADA system upgrade all substations	\$30,000	
• City Hall substation metering eq. replace	\$40,000	

GENERAL FUND – POLICE

• Lease-purchases 2024	\$112,965 debt/payment	
• Police vehicle equipment	\$25,000	
• Police vehicle purchase	\$50,000	\$50,000 debt/payment
• Service weapons	\$25,000	

GENERAL FUND – FIRE

- New Firetruck (lease/purchase Fy 2023) \$69,193 debt/payment
- 1 Ton crew cab with accessories \$90,000

GENERAL FUND – FACILITIES/BUILDING MAINTENANCE

- HVAC Unit Replacements \$40,000
- City Hall heat pumps \$10,000

GENERAL FUND – IS DEPARTMENT

- Firewall (rotating various facilities) \$14,000
- Door key card replacement (City wide) \$60,000

Joe Piccolo, Price City resident, thanked the Price City staff for all of the hard work that was done on the Capital Improvement Plan. He would like to know what projects came in under budget last year. Since no other public comment was offered or reported, Mayor Kourianos asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 5:31 p.m. Councilmember Willis seconded and motion carried.

c. RESOLUTION NO. 2025-19. Consideration and possible approval of an annual resolution establishing the Price City Multi-Year Capital Improvement Plan. Resolution also includes establishment of the annual storm water utility rates.

MOTION.

Councilmember Willis moved to approve Resolution No. 2025-19 establishing the Price City Multi-Year Capital Improvement Plan, also establishing the annual storm water utility rates. Councilmember Miller seconded and motion carried.

d. PUBLIC HEARING. To receive public comment on the year-end budget revision for Fiscal Year 2024-2025.

Lisa Richens reviewed and explained the adjustments that were made in the 2024-2025 budget revision.

Mayor Kourianos asked for a motion to open the public hearing.

MOTION.

Councilmember Willis moved to open the public hearing at 5:39 p.m. Councilmember Knott-Jespersen seconded and motion carried.

Acknowledging there was no public comment to be discussed or reported, Mayor Kourianos asked for a motion to close the public hearing.

MOTION.

Councilmember Richardson moved to close the public hearing at 5:40 p.m. Councilmember Miller seconded and motion carried.

e. RESOLUTION NO. 2025-16. A Resolution Amending Resolution No. 2025-09, and Setting Forth the Revised Budget of Price City, Utah, for the Fiscal Year Ending June 30, 2025.

MOTION.

Councilmember Miller moved to approve Resolution No. 2025-16, amending Resolution No. 2025-09, and setting forth the revised budget of Price City, Utah, for the Fiscal Year ending June 30, 2025. Councilmember Richardson seconded and motion carried.

f. ORDINANCE NO. 2025-004. Consideration and possible approval of An Ordinance Establishing the Compensation of Price City Elective and Statutory Officer and Manager Level Employees.

MOTION.

Councilmember Willis moved to approve Ordinance No. 2025-004 establishing the compensation of Price City elective and statutory officer and manager level employees. Councilmember Knott-Jespersen seconded and motion carried.

g. RESOLUTION NO. 2025-17. A Resolution Adopting the Certified Tax Rate for 2025 of the Price Municipal Corporation.

Lisa Richens, Finance Director, reviewed the certified tax rate, .001290 for a total value of \$858,959.00.

MOTION.

Councilmember Knott-Jespersen moved to approve Resolution No. 2025-17, adopting the certified tax rate for 2025 of the Price Municipal Corporation. Councilmember Willis seconded and motion carried.

h. PUBLIC HEARING – ENTERPRISE FUND TRANSFER HEARING. To discuss the proposed transfer from the Electric Fund to the General Fund included in the Fiscal Year 2025-2026 Tentative Budget, and to receive public comment on the transfer.

Lisa Richens, Finance Director reviewed and explained the enterprise fund transfer.

Mayor Kourianos asked for a motion to open the public hearing.

MOTION.

Councilmember Miller moved to open the public hearing at 5:50 p.m. Councilmember Knott-Jespersen seconded and motion carried.

Acknowledging no public comment was offered or reported, Mayor Kourianos asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 5:51 p.m. Councilmember Knott-Jespersen seconded and motion carried.

i. PUBLIC HEARING. To receive public comment on the Tentative Budget for Fiscal Year 2025-2026.

Lisa Richens, Finance Director reviewed the Tentative Budget for Fiscal Year 2025-2026.

Mayor Kourianos asked for a motion to open the public hearing.

MOTION.

Councilmember Willis moved to open the public hearing at 5:54 p.m. Councilmember Richardson seconded and motion carried.

Since there was no public comment offered or reported, Mayor Kourianos asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 5:55 p.m. Councilmember Knott-Jespersen seconded and motion carried.

j. RESOLUTION NO. 2025-18. A Resolution Adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2026.

MOTION.

Councilmember Miller moved to approve Resolution No. 2025-18, adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2026. Councilmember Willis seconded and motion carried.

5. CONSENT AGENDA

MOTION.

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

- a. MINUTES for 06-11-2025 City Council Workshop and City Council.
- b. IDC FY 26 GRANT CONTRACT. Consideration and possible approval of the IDC FY 26 Grant Contract.
- c. FINANCE DEPARTMENT. Consideration and possible approval of budgeted year-end fund transfers.
- d. QUARTERLY DECEASED ACCOUNT WRITE OFF. Consideration and possible approval of the quarterly deceased account write offs.
- e. BUSINESS LICENSES. Southwest RV Solutions LLC. at 329 S 300 W for Ethan Curtis. American Promotional Events Inc. – West at 406 S Hwy 55 – Walmart parking lot. Cattle Club Direct/ C & G Transport at 128 W Main St. – Frank's Glass parking lot.

6. PUBLIC COMMENTS

No public comment was discussed or reported.

7. UNFINISHED BUSINESS

Mayor Kourianos shared a letter that he received from an out of the area person that was in Price City for a Softball Tournament. The person praised the Parks and Cemeteries employees for an excellent job they did preparing and keeping the ballfields in great condition throughout the tournament.

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

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

The regular City Council meeting was adjourned at 5:59 p.m.

APPROVED:

Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

DRAFT

REQUEST FOR QUALIFICATIONS

Price City Project 9C-2025
Spring Water Transmission Line Replacement

Request opens on July 10, 2025 and
closes on July 31, 2025 at 3:00PM

Price City
432 West 600 South, Price Utah 84501

Request for Qualifications (RFQ)

Price City (City) is soliciting Statements of Qualifications from qualified engineering firms to provide design and construction management services for the replacement of approximately 7 miles of its spring water transmission line. The existing line, primarily carbon steel and over 95 years old, is located in mountainous, rocky terrain within both Utah and Carbon Counties. Project design is anticipated to commence in the fall of 2025 with 90% design completion by early spring 2026. The construction phase is anticipated to run from late spring 2026 to fall 2027.

In anticipation of this pipeline replacement project, the City commissioned an extensive condition assessment study of the entire 12 miles of the existing water transmission line. The study was completed in February 2024. The assessment focused on visual inspections of the pipe exterior at select sampling locations, as well as collecting and analyzing soil samples along the entire pipeline to determine the corrosivity of the various soils. In addition to the inspections and soil testing, the existing pipeline alignment was verified and documented.

More recently, the City conducted a replacement alignment investigation to determine the most feasible approach to installing the new pipeline adjacent to the existing transmission line. Results of the investigation and a copy of the condition study are available upon request.

The City expects to be involved in the evaluation and design processes through frequent meetings in order to ensure the best fit with the existing facilities, current system uses, and City Standards. Likewise, successful construction projects are grounded in open and clear communication. For that reason, the City anticipates weekly construction update meetings throughout the entire construction process. Firms submitting proposals should include a list of the key topics that they recommend be discussed during the weekly construction meetings. The City also expects assistance with the bidding process, contractor acquisition, and construction management.

The successful firm will be able to demonstrate experience with projects of similar size, scope, environment, and conditions; a realistic vision on how the project is to be completed including reasonable scheduling; and experience with innovative and/or cost saving measures. As the majority of the project will be funded from federal monies, knowledge and experience in complying with applicable federal requirements will also be very important.

Scope of Work

The scope of work includes engineering design and construction management. The work will include, but is not limited to, the following: 1) Engineering design for constructing approximately 7 miles of pipeline with HDPE pipe varying from 24" to 8" in diameter adjacent to the alignment of the existing water transmission line, including all necessary fittings and components (i.e. air vacs, blow offs, meters, etc.). 2) Provide all necessary construction engineering services for the construction phase of the project, including but not limited to pre-construction meetings, weekly progress meetings, surveying, cost control, quality control, compliance oversight, submittals, change order management, safety monitoring, daily inspections, materials and compaction testing, daily work logs, project closeout, etc.

Submission Requirements and Information

Paper Copy Submission Option

Firms/Proposers shall submit one (1) copy of their proposal. Proposals must be received by 4 p.m. on July 31, 2025 at the Office of the Public Works Secretary located at 432 West 600 South, Price Utah 84501. The proposals must be submitted in a sealed envelope clearly marked with company name and project name, **"Spring Water Transmission Line Replacement"** and addressed to Price City, Attn: Public Works Secretary, 432 West 600 South, Price, Utah 84501. Send envelope in the US Mail or hand deliver, **DO NOT** send by facsimile, Fed-Ex, UPS or similar freight service.

Email Submission Option

Emailed proposals will be accepted until 4 p.m. on July 31, 2025. Email proposal to johnb@priceutah.gov.

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the contract. Request from interested firms for additional information or interpretation of the information included in this document should be directed to:

John Boyd
(435)637-3151
johnb@priceutah.gov

All questions must be received no later than (3) three calendar days in advance of the proposal's due date.

Additional Information for Submission of Proposals

Price City will not receive/accept any late proposals after the deadline.

All submissions shall be typed or printed.

Submissions may be withdrawn any time prior to the official closing date; request for non-consideration must be made in writing to the City prior to the submission deadline.

Price City reserves the right to accept or reject any or all proposals or any part thereof, to waive all technicalities and to accept the proposal or proposals that are determined to provide the best benefit to the City. A failure to provide any requested information may result in rejection of a proposal, in whole or in part, at the City's sole discretion. However, the City reserves the right to request additional or clarifying information from the Proposer after a proposal has been submitted. Such information may be used to further evaluate the Proposer's qualifications.

All costs incurred by the Proposer in the preparation, printing, demonstration or negotiation of its proposal, or possible interview shall be borne by the Proposer. This does not obligate or commit the City to pay any costs incurred in the preparation and submission of the proposal. Further, the City is not obligated to pay any costs incurred by any Proposer as a direct result of errors or omissions committed by the City, its employees or agents in the preparation of this Request for Qualifications. It is incumbent upon each Proposer submitting proposals to verify the accuracy of the information herein contained based upon each Proposer’s research and information and to immediately advise the City of any discrepancies.

The Contract Award will be made within sixty (60) days after the opening of the proposals. No award will be made until after investigations are made as to the qualifications of the best firm. Proposer may be required to do an interview with representatives of the City. Successful firm will be required to sign an Agreement with the City for the services they will supply pertaining to the scope of work in this Request for Qualifications.

Proposer shall submit a minimum of three (3) references from similar governmental entities or organizations that Proposer has previously provided with similar services. The entity’s name, contact and phone number must be included with each reference.

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability or nation origin.

Proposals will be evaluated on the basis of their responses to all provisions of this RFQ. The City may use some or all the criteria below in its evaluation and comparison of requests submitted. The Criteria listed is not necessarily an all-inclusive list.

<u>Criteria</u>	<u>Weight</u>
1. Compliance with RFQ Requirements, per scope	15%
2. Experience and Qualifications	25%
3. Approach to the Scope of Work	25%
4. Ability to complete project in a timely manner	20%
5. Estimated fee for services (Final contract fee will be negotiated)	15%

Briefly address each of the above areas in your Proposal.

From a review of the proposals submitted by the deadline, Price City may establish a list of Proposers to potentially interview. Interviews will be scored using the same general criteria as outlined above for the RFQ. If interviews are conducted, more details of the interview format will be provided.

Project location: Utah and Carbon Counties. Site visits can be arranged by appointment.



June 11, 2025

Price City
185 East Main
Price, UT 84501

**RE: Letter Agreement between Client and AE2S Nexus
Spring Pipeline SRF Loan Closing Services – Price City, Utah
P13166-2025-002**

Dear Miles Nelson,

Advanced Engineering and Environmental Services, LLC (d/b/a “AE2S Nexus”) proposes to provide support for funding package - loan closing services (Assignment) to Price City (CLIENT). This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S Nexus shall be governed regarding the services to be provided, and shall take effect upon CLIENT’S acceptance.

Scope of Services

AE2S Nexus will perform the following tasks:

- Provide Client with Funding Package Closing Support, to include:
 - NEPA Compliance
 - SHPO Compliance
 - Project Documentation
 - DDW Coordination
 - Construction Bid Special Provisions
 - Overall Process Guidance

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the general Scope of Services. If authorized in writing by the CLIENT, AE2S Nexus will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT’S Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S Nexus:

1. Designate a person to act as CLIENT’S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CLIENT’S policies and decisions with respect to services for the Assignment.
2. Provide all criteria and full information as to CLIENT’S requirements for the Assignment.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S Nexus shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$32,000.00 without written authorization from CLIENT, plus reimbursement for all project related expenses.

Schedule

AE2S Nexus shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule; and
3. All other attached Exhibits referenced in this Agreement.

There are no contract documents other than this Agreement and those documents listed above.

AE2S Nexus Designated Representative

Kayla Mehrens
kayla.mehrens@ae2s.com
406.920.1442

Acceptance

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S Nexus. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

AE2S Nexus
Kayla Mehrens

**RE: Letter Agreement between Client and AE2S Nexus
Spring Pipeline SRF Loan Closing Services – Price City, Utah
Page 3**

AE2S Nexus

By:



Sam Fankhauser
Operations Manager

Client

Signed Date:

By:

Name:

Title:

Standard Terms and Conditions

The Agreement is supplemented to include the following:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S Nexus under this Agreement will be the care and skill ordinarily used by members of AE2S Nexus's profession practicing under similar circumstances at the same time and in the same locality. AE2S Nexus makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S Nexus's services.
 - b. CLIENT shall be responsible for, and AE2S Nexus may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S Nexus pursuant to this Agreement. AE2S Nexus may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
 - c. AE2S Nexus's services do not include serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.
2. **Payments to AE2S Nexus**
 - a. Invoices will be prepared in accordance with AE2S Nexus's standard invoicing practices and will be submitted to CLIENT by AE2S Nexus monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S Nexus for services and expenses within 30 days, the amounts due AE2S Nexus will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S Nexus may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S Nexus has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
 - b. AE2S Nexus' estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to AE2S Nexus under the Agreement.
 - c. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to AE2S Nexus that a compensation amount thus estimated will be exceeded, AE2S Nexus shall give CLIENT written notice thereof. Promptly thereafter CLIENT and AE2S Nexus shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and AE2S Nexus shall agree to a reduction in the remaining services to be rendered by AE2S Nexus, so that total compensation for such services will not exceed said estimated amount when such services are completed.
 - d. AE2S Nexus' compensation is conditioned on time to complete the Assignment not exceeding the time identified in in this Agreement. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of AE2S Nexus, the total compensation to AE2S Nexus shall be appropriately adjusted.
3. **Insurance**

AE2S Nexus will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S Nexus and AE2S Nexus's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Services or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S Nexus or AE2S Nexus's officers, directors, partners, employees, agents, or AE2S Nexus's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S Nexus and AE2S Nexus's officers, directors, partners, employees, agents, and AE2S Nexus's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S Nexus or AE2S Nexus's officers, directors, partners, employees, agents, or AE2S Nexus's Consultants, or any of them, shall not exceed total compensation received by AE2S Nexus as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S Nexus all amounts owing to AE2S Nexus under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Force Majeure**

AE2S Nexus shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S Nexus's reasonable control.
8. **No Third Party Beneficiaries**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S Nexus and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S Nexus. AE2S Nexus's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S Nexus because of this Agreement or the performance or nonperformance of services hereunder.
9. **Assignment**

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
10. **Binding Effect**

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
11. **Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S Nexus, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- 12. Survival
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 13. Headings
The headings used in this Agreement are for general reference only and do not have special significance.
- 14. Controlling Law
This Agreement is to be governed by the law of the State of Utah without regard to its conflicts of laws principles.
- 15. Notices
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given

personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- 16. Executed in Counterparts
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

Hourly Fee and Expense Schedule

Labor Rates*

Administrative 1	\$70.00	I&C Assistant 1	\$108.00
Administrative 2	\$85.00	I&C Assistant 2	\$134.00
Administrative 3	\$99.00	I&C 1	\$160.00
		I&C 2	\$189.00
Communications Specialist 1	\$113.00	I&C 3	\$213.00
Communications Specialist 2	\$132.00	I&C 4	\$226.00
Communications Specialist 3	\$152.00	I&C 5	\$237.00
Communications Specialist 4	\$183.00		
Communications Specialist 5	\$202.00	IT 1	\$140.00
		IT 2	\$189.00
		IT 3	\$232.00
Construction Services 1	\$135.00	Land Surveyor Assistant	\$103.00
Construction Services 2	\$165.00	Land Surveyor 1	\$124.00
Construction Services 3	\$183.00	Land Surveyor 2	\$150.00
Construction Services 4	\$203.00	Land Surveyor 3	\$169.00
Construction Services 5	\$224.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Engineering Assistant 1	\$91.00	Operations Specialist 1	\$108.00
Engineering Assistant 2	\$107.00	Operations Specialist 2	\$135.00
Engineering Assistant 3	\$135.00	Operations Specialist 3	\$167.00
Engineer 1	\$146.00	Operations Specialist 4	\$191.00
Engineer 2	\$175.00	Operations Specialist 5	\$214.00
Engineer 3	\$205.00		
Engineer 4	\$237.00	Project Coordinator 1	\$125.00
Engineer 5	\$254.00	Project Coordinator 2	\$140.00
Engineer 6	\$269.00	Project Coordinator 3	\$156.00
		Project Coordinator 4	\$172.00
Engineering Technician 1	\$90.00	Project Coordinator 5	\$194.00
Engineering Technician 2	\$113.00		
Engineering Technician 3	\$136.00	Project Manager 1	\$221.00
Engineering Technician 4	\$152.00	Project Manager 2	\$242.00
Engineering Technician 5	\$174.00	Project Manager 3	\$259.00
		Project Manager 4	\$274.00
Financial Analyst 1	\$121.00	Project Manager 5	\$293.00
Financial Analyst 2	\$137.00	Project Manager 6	\$307.00
Financial Analyst 3	\$165.00		
Financial Analyst 4	\$180.00	Sr. Designer 1	\$192.00
Financial Analyst 5	\$201.00	Sr. Designer 2	\$213.00
		Sr. Designer 3	\$229.00
GIS Specialist 1	\$113.00		
GIS Specialist 2	\$137.00	Sr. Financial Analyst 1	\$227.00
GIS Specialist 3	\$162.00	Sr. Financial Analyst 2	\$248.00
GIS Specialist 4	\$181.00	Sr. Financial Analyst 3	\$269.00
GIS Specialist 5	\$202.00		
		Technical Expert 1	\$348.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

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

Position titles are for labor rate grade purposes only

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

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

RECITALS

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

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

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

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

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

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

**SECTION ONE
EFFECTIVE DATE AND TERM**

1. This Agreement shall take effect on July 1, 2025.
2. This Agreement shall remain in effect through June 30, 2026, unless otherwise terminated as provided in this Agreement. This contract shall automatically renew, unless modified or terminated by the parties.
3. Either party may terminate this Agreement at any time by giving 90 days written notice of its intent to withdraw from the Agreement.

SECTION TWO SCOPE OF SERVICES

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

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

SECTION THREE COMPENSATION

5. City shall pay Carbon County \$8,300 per month for the services listed above in paragraphs 4(a) through 4(b) starting July 1, 2025, with payments made on a monthly basis.

SECTION FOUR MISCELLANEOUS

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

- a. All independent contractors or personnel employed by City are City's contractors or employees and not contractors or employees of Carbon County, and are obligated to abide by all of the rules and regulations of City.
 - b. All independent contractors and personnel employed by Carbon County are Carbon County contractors or employees and not contractors or employees of City, and are obligated to abide by all of the rules and regulations of Carbon County.
 - c. Each party retains full legal responsibility, in every way, for its contractors and employees, including employment claims by employees and all other claims related to its employees.
11. Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior agreement or understanding regarding the subject matter of this agreement is made null and void by the execution of the agreement.
12. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party against any and all liabilities, claims, costs, and liabilities arising out of or related to this agreement that result from the wrongful or negligent acts or omissions of the indemnifying party, or anyone for whose actions the indemnifying party is responsible. The Governmental Immunity Act of Utah shall apply fully to each party, and neither party waives any protections available to it under that Act.
13. Laws of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

14. Non-Assignability. Neither party shall transfer or delegate any of its rights, duties, powers, or obligations under this agreement without the consent of the other party.
15. Severability of Provisions. If any provision of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters the agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
16. Additional Interlocal Cooperation Act Provisions. In satisfaction of the requirements of the Interlocal Cooperation Act ("Act"), the Parties agree as follows:
- a. This agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before the agreement may take effect.
 - b. This agreement shall be authorized and adopted by resolution by the legislative body of each party pursuant to and in accordance with § 11-13-202.5 of the Act.
 - c. Immediately upon execution of this agreement by the parties, either party may publish notice regarding this agreement pursuant to § 11-13-219 of the Act.
 - d. The parties agree that they are not creating an interlocal or separate entity by virtue of this agreement.
 - e. The parties agree that each party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the agreement.

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

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

CARBON COUNTY COMMISSION

By: _____
COMMISSIONER JARED HADDOCK

Dated: _____

APPROVED AS TO FORM:

CHRISTIAN BRYNER
Carbon County Attorney

Dated: _____

PRICE CITY, a Municipal Corporation

By: _____
MAYOR _____

Dated: _____

APPROVED AS TO FORM:

Price City Attorney

Dated: _____

AGREEMENT TO PROVIDE MANAGING DEFENDER SERVICES

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

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

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

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

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

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

IT IS HEREBY AGREED as follows:

1. Definitions.

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

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

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

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

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

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

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

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

5. Term of Agreement. This agreement shall commence from July 1, 2025, and shall continue through June 30, 2026. This agreement will automatically renew for an additional one-year term at the same rate unless either party gives 60 days' written notice prior to the end of the term of the agreement of its intent to terminate or renegotiate the terms of the agreement.

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

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

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

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

DATED this _____ day of _____, 2025.

PRICE CITY, A Municipal Corporation ATTORNEY

Michael Kourianos, Mayor



Robert A. Oliver

LETTER OF SUPPORT

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
BILLIE HEILESEN

Finance Director
LISA RICHENS



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

City Council

JOE CHRISTMAN

AMY KNOTT-JESPERSEN

LAYNE MILLER

TANNER RICHARDSON

TERRY WILLIS

Michael Kourianos
Mayor
Price City
185 East Main Street
Price, Utah 84501
Email: mikek@priceutah.net
Mobile: 435-650-5049
July 9, 2025

T-Mobile Hometown Grant Program:

I am writing to express my enthusiastic support for the Geologic Walk-Through Time project, an innovative and educational initiative to transform the Price River Walkway that will bring Earth's deep geologic history to life in a tangible and engaging way.

The proposed project offers a unique opportunity for the public to explore the planet's history through a thoughtfully designed interpretive walking trail. By incorporating scientific accuracy, visual storytelling, and accessibility, the walk will serve as an outdoor classroom that promotes earth science literacy, environmental awareness, and appreciation for the dynamic processes that have shaped our world.

This project has strong educational value across age groups and disciplines. As a community leader, I see immense benefit in providing learners with a scale-model experience of geologic time, helping them grasp complex temporal concepts that are otherwise difficult to visualize.

Furthermore, the Geologic Walk Through Time has the potential to contribute to tourism, community engagement, and environmental stewardship. By situating the walk in a public space, it fosters inclusive access and can serve as a model for similar initiatives nationwide.

I fully support the vision and goals of this project, and I commend the team behind it for their commitment to science education, public outreach, and sustainability. Please do not hesitate to contact me if additional information or collaboration would be helpful.

Sincerely,

Michael Kourianos
Mayor
Price City