

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
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 10/08/2025. 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 Richardson

4.GENERAL BUSINESS/DISCUSSION

- a. QUARTERLY WORKPLACE SAFETY PRIZE DRAWING. Drawing for the quarterly workplace safety prize for qualifying employees.
- b. RESOLUTION NO. 2025-22 Consideration and possible approval of a Resolution Authorizing the Fremont Solar PPA Project Transaction Schedule Under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems; and Related Matters.
- c. CONSTRUCTION ENGINEERING SERVICES AGREEMENT CARBON AVE CANAL CROSSING - Consideration and possible approval of an agreement with Jones & DeMille Engineering (J&D) for construction engineering services for the project. Estimated total cost of \$75,500.00 is based upon J&D's current hourly rates.
- d. ENGINEERING SERVICES AGREEMENT PROJECT 9C-2025 SPRING WATER TRANSMISSION LINE REPLACEMENT - Consideration and possible approval of an engineering services agreement for the project with Johansen & Tuttle Engineering for \$1,942,916.00. Amount represents 12.8% of the total project budget of \$15.2 million.

5.CLOSED SESSION

- a. CLOSED SESSION. Closed session of the Price City Council to discuss one or more closed meeting categories based on UCA 52-4-205: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.

6.CONSENT AGENDA

- a. MINUTES for 09-24-2025 City Council Workshop & City Council.
- b. AGREEMENT. Consideration and possible approval of the updated Intermountain Power Superintendents Association agreement.
- c. BUSINESS LICENSES. RMCE Heirloom ALF OC LLC at 145 N Carbon Ave for RMCE.

7.PUBLIC COMMENTS

8.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 WORKPLACE SAFETY PRIZE DRAWING

PRICE PLAYS SAFE



\$75

ENTER FOR A CHANCE TO WIN

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Price City (the “*Member*”) owns and operates a utility system for the provision of electric energy to its residents and others (the “*System*”) and is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “*Joint Action Agreement*”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule (“*Transaction Schedule*”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Fremont Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, Member Representative may approve an adjustment to the Member’s kW subscription up to _____ total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. *Other Actions.* The Chairman, Secretary, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. *Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2025

PRICE CITY

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL]

EXHIBIT A
FREMONT SOLAR PROJECT TRANSACTION SCHEDULE

FREMONT SOLAR PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the “Agreement”) sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER:	Price City (the “Participant”).
ENTITLEMENT SHARE:	1.5152% of UAMPS’ rights, interests and obligations under the PPA described below (the “Entitlement Share”). The Entitlement Share represents 1,500 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.
SUPPLIER:	Fremont Solar, LLC (the “Supplier”).
PROJECT:	The Fremont Solar Project (the “Project”) is a to-be-constructed 99 MW solar photovoltaic generation facility (“PV Facility”) and a 49.5 MW battery energy storage system (“BESS”) located in Iron County.
PPA:	The Power Purchase Agreement dated as of September 12, 2025 (the “PPA”) by and between UAMPS and the Supplier with respect to the Project.
EFFECTIVE DATE:	The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.
TERM:	A 25-year delivery term commencing on COD.
PRICE:	\$35.45 per MWH for PV facility and the sum of (i) \$13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by \$1,000,000 and multiplied by \$0.08/kW-month, rounded to the closest \$0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.
COD:	The Scheduled Commercial Operation Date of the Project (“COD”) is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.
OTHER PROVISIONS:	
<i>Energy:</i>	UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.
<i>Transmission:</i>	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Default: The failure of Purchaser to pay any amount when due under the Agreement within three business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.

Step-Up: Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.

Other: Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.

(b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or this Agreement.* The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."

(d) *Prudent Utility Practice.* The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time

make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

(i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;

(ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and

(iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

Dated this _____ day of _____, 2025.

PRICE CITY

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

By: _____

Title: _____

Title: _____



Fremont Solar + Battery PPA

TO	Resource Project PMC
FROM	UAMPS Staff
DATE	September 12, 2025
SUBJECT	PPA Talking Points

What is the Resource?

The **Fremont Solar Project** consists of a **99 MWac solar photovoltaic generation facility** coupled with a **49.5 MW / 198 MWh battery energy storage system (BESS)** located in **Iron County, Utah**. The combined project will deliver clean energy and grid flexibility through solar generation and four-hour battery dispatch capability. This resource was **identified in the UAMPS 2024 Resource Procurement Plan** as a planned generating resource. We are now executing on the procurement plan.

How is UAMPS Contracting for the Resource?

UAMPS is entering into a **25-year Solar + Battery PPA** with Fremont Solar, LLC on behalf of participating members. This is structured through the **Master Firm Power Supply Agreement**, with a dedicated transaction schedule for the Fremont Solar PPA Project.

What is the Term of the Agreement?

- **25-year contract term**, beginning on the **Commercial Operation Date (COD)** of both the solar and battery systems.
- COD is expected by **December 31, 2027**, with guaranteed delivery by **June 30, 2028**.

Who is the Developer?

The project is being developed by **Longroad Energy**, a highly experienced independent power producer with a strong track record in renewable energy development and operations across the U.S.



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What if the Project Is Delayed?

- The agreement includes **Delay Damages** of:
 - **\$21,970/day** for delays in battery COD.
 - Additional provisions for solar delays between **\$17,643 and 57,582/day** (see Exhibit 12).
 - Cumulative delay damages are capped at the amount of the **Development Security**.
 - If delays extend beyond the “Outside COD” (including up to 180 days of force majeure), either party may terminate the agreement.
-

What is the Pricing?

- **Solar Energy Price: \$35.45/MWh** (flat, no escalation) – includes RECs and environmental attributes.
 - **Battery Capacity Price: \$13.50/kW-month** (plus potential tariff-related adjustments, capped at \$14.14/kW-month).
 - Payment includes **fixed battery capacity payments** and **solar energy payments** (based on measured MWh).
-

What Are the Benefits of the Battery?

- Provides **4-hour discharge at full capacity (198 MWh)**.
 - Enables **load-shifting**, peak-shaving, and enhanced resource adequacy.
 - UAMPS (as Buyer) controls the charging and discharging via real-time AGC Set-Points.
 - Guarantees:
 - **BESS Capacity**
 - **Availability**
 - **Ramp Rate**
 - **Round Trip Efficiency**
 - Liquidated damages apply for any underperformance based on guarantees (Exhibits 10, 14, 15).
-

How Are Curtailments Managed?

- The PPA includes provisions to manage **transmission or economic curtailments**.
 - Economic curtailments between solar COD and battery COD, up to **198 MWh/day**, may occur without compensation during shoulder months.
-

What Happens If Participants Drop Out?

- Full subscription by UAMPS participants is required for the agreement to become effective.
 - If not 100% subscribed within 135 days of execution, the project may be downsized or terminated (Section 3.4).
-

What Environmental and Educational Benefits Are Included?

- Includes delivery of all **RECs** (Renewable Energy Credits) to members.
 - A **Scholarship Program** is included: \$10,000/year for high school seniors from UAMPS communities pursuing studies related to renewable energy (Section 12.21).
-

Why Now?

- **IRA incentives**, current **solar and battery supply chain certainty**, and **project viability** support executing this PPA now. The **IRA tax credits will be discontinued** under the One Big Beautiful Bill Act (OBBBA). Future solar PPA pricing is expected to increase as a result.
- Delay risks or rejection could mean a **5+ year setback** with higher costs and fewer viable alternatives due to interconnection backlogs and price inflation.



Fremont Solar + Battery PPA

TO	Resource Project PMC
FROM	UAMPS Staff
DATE	September 12, 2025
SUBJECT	PPA Executive Summary

Overview of the Agreement

The Power Purchase Agreement (PPA) is between Fremont Solar, LLC and UAMPS. This PPA outlines the terms and conditions under which UAMPS (the Buyer) will purchase energy products from Fremont Solar, LLC (the Seller), which plans to develop, own, and operate a combined 99 MW solar photovoltaic (PV) facility and 49.5 MW/198 MWh battery energy storage system (BESS) in Iron County, Utah. The project is collectively referred to as the Fremont Solar Project.

The agreement sets a 25-year delivery term from the Commercial Operation Date, during which UAMPS will purchase all energy and related products produced by the project, including Renewable Energy Credits (RECs) and capacity rights.

Key Project Features

Solar Facility

- Capacity: 99 MW
- Energy Rate: \$35.45/MWh (fixed, no escalation)
- Commercial Operation Date Target: By December 31, 2027, with a final deadline of June 30, 2028

Battery Facility

- Capacity: 49.5 MW, 4-hour duration (198 MWh)
- Battery Rate: Between \$13.50/kW-month and a max of \$14.14/kW-month depending upon the additional tariff impact after January 1, 2025. (fixed, no escalation)
- Performance Guarantees: minimum round-trip efficiency, availability, ramp rate, and capacity retention

Combined Cost

Combined Energy and Battery Rate: Between approximately \$69/MWh and \$74/MWh depending upon the degradation of solar and BESS through the life of the contract.



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Commercial and Financial Terms

PV Energy is sold at the fixed price and delivered at a designated metering point. BESS Product includes stored energy delivery and capacity, compensated via monthly payments. Lost Production due to UAMPS-caused economic curtailments is paid at the PV rate. Lost Production as a result of transmission curtailment prior to Designated Network Resource status is paid at the PV rate.

Delay Damages apply for late COD of PV and BESS facilities. Performance Damages apply for underperformance. Cumulative delay damages are capped.

Scheduling, Operation, and Metering

UAMPS will act as the Scheduling Coordinator, with exclusive rights to dispatch the BESS and to receive all project energy and associated benefits. SCADA and metering systems must enable real-time monitoring and control.

Risk Allocation and Force Majeure

Includes force majeure provisions and options to extend deadlines or terminate the agreement due to tariff changes.

Regulatory and Legal Provisions

Seller retains tax benefits; Buyer receives RECs. Compliance with CRS Listing and California RPS required. Environmental and capacity attributes are transferred to the Buyer.

Assignment, Step-In, and Default Remedies

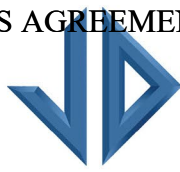
Includes rights for UAMPS to step in, terminate for default or missed deadlines, and pursue remedies.

Exhibits and Supporting Materials

Includes project description, schedules, metering and SCADA specs, performance test protocols, and legal forms including a form of limited assignment for participation in a prepay.

Conclusion

This PPA ensures clean, dispatchable solar energy for UAMPS participants through a well-structured framework with clear performance metrics, risk-sharing terms, and legal protections.



Jones & DeMille Engineering

www.jonesanddemille.com | 800.748.5275

ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated September 15, 2015 ("Agreement"), Owner and Consultant agree as follows:

Project Information	
Project Name:	Price City ▪ 2025 Carbon Ave Box Culvert Construction
Project Number:	2509-037
Date:	September 26, 2025
Project Manager	Daniel Hawley

1. **Services of Consultant.** Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:
 - a. The Scope of Work included in the Proposal provided as Attachment A, is hereby incorporated by reference.
2. **Owner's Responsibilities.** Owner shall have those responsibilities set forth the Proposal provided as Attachment A.
3. **Times for Rendering Services.** Consultant's services will be performed according to the Schedule set forth in the Proposal provided as Attachment A.
4. **Payments to Consultant.** Owner shall pay Consultant for the above assignment as follows:
 - a. The total fee for services under this Agreement is **\$75,500**. For a detailed breakdown of project phases, billing methods, and estimated fees, please refer to the Proposal provided as **Attachment A**.

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

Ryan Jolley

Signature

Director

Title

September 26, 2025

Date

PRICE CITY

Signature

Title

Date

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Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408

Jones & DeMille Engineering, Inc.
ATTACHMENT A



**Jones & DeMille
Engineering**

www.jonesanddemille.com | 800.748.5275

September 22, 2025

Price City
Attn: Miles Nelson
432 West 600 South
Price, UT 84501

RE: Price City – Carbon Avenue Box Culvert Construction

Dear Miles,

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding that Price City (the City) intends to replace the Carbon Avenue Box Culvert and requires professional engineering support for materials testing, construction observation, and construction staking services.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. Our Price, Utah office allows us to accommodate the needs of this project economically and effectively. The proposed scope of work, assumptions, and associated fees are outlined below.

SCOPE OF WORK

Materials Testing Services

- Perform density tests for trench backfill, roadway subgrades, and structural fills.
- Conduct laboratory testing, including Proctor curves, gradations, and classifications as needed.
- Perform concrete testing, including slump, air content, temperature, and cylinder casting.
- Cure and break concrete cylinders at seven (7), 14, and 28 days, withhold samples as required.
- Provide detailed daily field reports and a final testing summary.

Construction Observation Services

- Aid with contractor procurement, preparing advertisement, conducting pre-bid and bid opening meetings with the City staff.
- Provide qualified field staff to observe construction activities and document compliance with project plans and specifications.
- Maintain daily field logs noting contractor progress, materials used, testing performed, and any observed deficiencies.
- Coordinate with City staff, contractors, and regulatory agencies as required.

Construction Staking Services

- Establish survey control and verify horizontal and vertical datums.
- Stake box culvert locations, roadway centerlines, curb lines, utilities, and other project features as needed.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
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775 West 1200 North
Suite 200
Springville, UT 84663
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1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408

- Provide as-built verification for installed improvements.

ASSUMPTIONS AND LIMITATIONS

1. Contractor will provide JDE with at least 48 hours' notice prior to materials testing or staking needs.
2. JDE will not be responsible for project permits, contractor means and methods, or safety program implementation.
3. All services will be performed according to JDE's standard procedures and industry standards.
4. Additional services beyond those listed above may be provided upon written authorization and will be billed at JDE's standard hourly rates.

SCHEDULE

JDE will complete the above scope of work in accordance with the City's project schedule. An earnest effort will be made to complete all services within the City's desired timeframe while the canal is empty.

FEES

The scope of work can be completed in accordance with the following estimated fees:

Materials Testing (based on hourly rates)	\$63,500
Construction Staking (based on hourly rates)	<u>\$12,000</u>
Total Estimated Fee	\$75,500

Progress payments will be invoiced monthly based on work completed. Any additional services outside this scope or based on changes to contractor schedule will be billed according to JDE's standard hourly rates.

CLOSURE

We appreciate and look forward to the opportunity to work with Price City on this important project. Our team has the proven capability to deliver timely and reliable engineering services. Please review this proposal and let us know if you have any questions or would like to proceed.
Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Daniel Hawley, P.E.
Project Manager



**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for Price City Canal Crossing (12C-2023) will be received by the PRICE MUNICIPAL CORPORATION at the office of the Price City Public Works Receptionist until October 29, 2025 at 1:00 pm and then opened and publicly read. Primary Work: Removing and installing a box culvert, pulverizing 3,500 square feet of asphalt pavement, removal of various site features, approximately 200 C.Y. of Riprap, 50 Ton of ½" HMA pavement, approximately 1600 C.Y. of UBC and 185 S.Y. of Concrete pavement, and other related site work. Bids will be publicly opened in the Public Works Complex, City Hall, 432 West 600 South, Price, Utah 84501 on October 29, 2025 at 1:00 pm. Bids shall be submitted in a sealed envelope and addressed to the Public Works Receptionist. The outside of the envelope shall be labeled with the words 'Price City Canal Crossings (12C-2023)'. Send the envelope in the US Mail or hand deliver, do not send bids by Email, facsimile, Fed-Ex, UPS or similar freight service. A non-mandatory prebid meeting will be held on October 14, 2025 at 1:00pm, meet at the Public Works Complex, City Hall, 432 West 600 South, Price, Utah 84501. Attendance at the prebid meeting is highly encouraged.

Drawings, specifications and other Contract Documents may be examined and Prospective Bidders may examine the Contract Documents at the office of Jones & DeMille Engineering, 1675 South Highway 10, Price, UT 84501. Contractors may obtain a hard copy for a non-refundable fee of \$100.00.

Published in the ETV Newspaper October 1, October 8, October 15 and October 22, 2025.

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

This is an Agreement effective as of October 8th, 2025_, between PRICE MUNICIPAL CORPORATION (“OWNER”) and Johansen & Tuttle Engineering (“ENGINEER”). OWNER retains ENGINEER to perform Construction Management, Staking, and Testing Services (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 – TIMES FOR RENDERING SERVICES

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

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

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

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

4.02 Other Provisions Concerning Payment

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

ARTICLE 5 – DESIGNATED REPRESENTATIVES

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

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," and "Payments to Engineer" consisting of 17 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of _____ pages.
- C. Exhibit C, "Payments to Engineer," consisting of _____ pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of _____ pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Jaci Adams, City Recorder

ENGINEER:

By:  _____

Name: Jonathan Johansen

Date Signed: 10/3/25

Address for giving notices:

P.O. Box 487

Castle Dale, Utah 84513

Designated Representative:

Name: _____

Title: Professional Engineer

Phone Number: 435-381-2523

Facsimile Number: 435-381-2522

Email Address:

Jonathan@jandtengineering.com

This **EXHIBIT A**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 10/01/2025.

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

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

A.1.01 ENGINEER's Services

- A. ENGINEER shall provide general civil engineering and related services on an ongoing basis. Engineer's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:
 - 1. Preconstruction and Design Engineering
 - 2. Construction Engineering
 - 3. Surveying
 - 4. Materials Testing
 - 5. Planning and Studies
 - 6. Funding Acquisition
 - 7. Environmental
- B. ENGINEER shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. ENGINEER shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 - 1. Participate in progress and decision meetings with ENGINEER.
 - 2. Promptly respond to communications and requests from ENGINEER.
 - 3. Provide existing maps, permits, correspondence and all other applicable information not already in ENGINEER's possession.
 - 4. Respond in a timely manner so as not to delay the services of the ENGINEER.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be within the milestones established per each Assignment.



90 S 100 East
 Castle Dale Utah, 84513
 Ph: 435-381-2523
 Fax: 435-381-2522
 Email: jt@etv.net

October 1st, 2025

A/E Services Scope and Fee Proposal for the Price City Water Transmission Main Project

RE: A/E Services
 Attn: Miles Nelson

The Johansen & Tuttle Design Team proposes to provide A/E services for the Price City Water Transmission Main Project.

The following A/E services scope is defined below.

Scope

- A/E services for permitting, cultural/environmental, NEPA process, easements, structural, geotechnical report, project management, loan closing, and civil design for the water line replacement project as defined in each of the individual proposals.
- Deliverable will include submittals for 50% design, 90% design, and final construction documents (with DDW approvals) with cost estimates at each submittal phase as defined in each of the individual proposals.
- Tasks will also include assistance for the bidding process, pre-construction, owner/contractor coordination, and construction management (CM), construction staking, and materials testing as defined in each of the individual proposals.

The A/E services fee is defined for each discipline as follows:

A/E Fee Services

• Survey Mapping (J&T)	\$39,247
• Environmental & Cultural Studies (AE2S)	\$72,493
• NEPA Process, Permitting, & Determination (AE2S)	\$120,999
• Permitting – Stream Alt. and Rail Permitting, and Easements (J&T)	\$89,160
• Electrical, Instrumentation, & Control Design (AE2S)	\$28,820
• Segment A Design (J&T)	\$299,673
• Segment B Design (J&T)	\$263,297
• Segment C Design (AE2S)	\$278,436
• Segment A Staking, CM, and Materials Testing (J&T)	\$172,109
• Segment B Staking, CM, and Materials Testing (J&T)	\$173,931
• Segment C Construction Management (AE2S)	\$199,575
• Segment C Survey, CM, and Materials Testing (J&T)	\$58,141
• Overall Project Management (J&T)	\$59,735
• Project Management (AE2S)	\$30,621
• Funding Administration – SRF Loan Closing (AE2S)	\$31,479
• Geotechnical Report (Moab Geotechnical)	\$25,200



90 S 100 East
Castle Dale Utah, 84513
Ph: 435-381-2523
Fax: 435-381-2522
Email: jt@etv.net

Individual proposals with descriptions of each task are enclosed for reference.

We appreciate the opportunity to submit this proposal to you for the A/E Services Scope and Fee and Additional Scope and Fee Services.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jonathan Johansen', is written in dark ink.

Jonathan Johansen, PE
Johansen & Tuttle Engineering, Inc.



Box 487 • Castle Dale, UT 84513 www.jandtengineering.com

September 30th, 2025

Miles Nelson

RE: Scope of Work and Fee Estimate for Johansen & Tuttle Engineering's (JTE) responsibilities for the Price City Water Transmission Main Project

Miles:

We are excited to continue to work with Price City on this project.

Our proposal for the civil responsibilities has been broken down into the following tasks:

- Task 1: Survey Mapping
- Task 2: Permitting – Stream Alteration and Rail permitting, and Easements
- Task 3: Segment A Design
- Task 4: Segment B Design
- Task 5: Segment A Staking, Construction Management, and Materials Testing
- Task 6: Segment B Staking, Construction Management, and Materials Testing
- Task 7: Segment C Staking, Construction Management, and Materials Testing
- Task 8: Overall Project Management

Task 1 – Survey Mapping

JTE will coordinate with Price to map the spring laterals and additional features for the proposed design of Segments A, B, and C. This will also include cross sections (approximately 40 feet wide) of the complete alignment to adequately design the proposed alignment and profiles for the three segments. Where roads are required on the alignment and for separate access, JTE will provide topo mapping for the design. The 40-foot-wide corridor will also include aerial imagery that will be created by a drone. The mapping and aerial imagery will be processed and used in the design. The contours will be provided with 1' accuracy. The existing data will be provided for the design team for each of the three segments.

Task 2 – Permitting – Stream Alteration and Rail permitting, and Easements

JTE will coordinate with Price acquire Stream Alteration permits for the two Lower Fish Creek Crossings and the Beaver Creek crossing. JTE will also work through and acquire permits for the two rail crossings near the Dalton Springs, the Union Pacific Property near Dalton Springs, and the easement encroachments along the alignment between the Dalton Bridge on Hwy 6 and the end of Segment C. This also includes the working through the permitting through the Uintah Rail (UBRY) right of way for the future rail line. This task will also include putting together the right of way documents for 7 easements through private property.

Task 3 – Segment A Design

JTE will complete the bid documents for Segment A. This will include document submittals at 50% design, 90% design, and 100% design. The drawings will include all design details including alignments, profiles, cross sections, connections (spring laterals and main lines), trenching, fittings, tees, thrust blocks (with structural design), , road cross sections, existing pipe protection, etc. Project specifications will be provided at the 90% and 100% submittal packages. It is anticipated that the design for Segment A will be completed over 3.5 months. Ten weekly progress meetings with the City are planned to coordinate the design. A cost estimate will be provided with each of the submittals (50%, 90%, and 100% submittals). This task will also include coordinating DDW approvals with the 100% drawings. It will also include the bidding process and preconstruction process including any required addendums and responses to the bidding contractors. When the project is complete, JTE will provide asbuilt drawings for the City's record.

Task 4 – Segment B Design

JTE will complete the bid documents for Segment B. This will include document submittals at 50% design, 90% design, and 100% design. The drawings will include all design details including alignments, profiles, cross sections, main line connections, trenching, fittings, tees, thrust blocks (with structural design), , road cross sections, existing pipe protection, etc. Project specifications will be provided at the 90% and 100% submittal packages. It is anticipated that the design for Segment B will be completed over 3.5 months. Ten weekly progress meetings with the City are planned to coordinate the design. A cost estimate will be provided with each of the submittals (50%, 90%, and 100% submittals). This task will also include coordinating DDW approvals with the 100% drawings. It will also include the bidding and preconstruction process including any required addendums and responses to the bidding contractors. When the project is complete, JTE will provide asbuilt drawings for the City's record.



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Task 5 – Segment A Staking, Construction Management, and Materials Testing

JTE will conduct the construction staking, construction management, and materials testing during the construction of Segment A. Initially, JTE's survey crew will stake the alignment and design features (road cross sections, etc.) that are required for construction. This will include a full-time inspector for four months (640 hours total). It will also include weekly meetings over that period with the project engineer. JTE will also be conducting the materials testing. This will consist of 12 hours per week for 16 weeks for onsite compaction testing. This also includes lab testing which consists of 4 proctors, 4 plastic index tests, and 4 sieve analyses. During the construction period, JTE will respond to submittals, requests for information (RFI's), architect's supplemental instructions (ASI's), and change orders (CO's). This task will also include providing close out documents including a daily journal that will be submitted to the City. These close out documents will be coordinated with the contractor for operation and maintenance purposes for the city.

Task 6 – Segment B Staking, Construction Management, and Materials Testing

JTE will conduct the construction staking, construction management, and materials testing during the construction of Segment B. Initially, JTE's survey crew will stake the alignment and design features (road cross sections, etc.) that are required for construction. This will include a full-time inspector for four months (640 hours total). It will also include weekly meetings over that period with the project engineer. JTE will also be conducting the materials testing. This will consist of 12 hours per week for 16 weeks for onsite compaction testing. This also includes lab testing which consists of 4 proctors, 4 plastic index tests, and 4 sieve analyses. During the construction period, JTE will respond to submittals, requests for information (RFI's), architect's supplemental instructions (ASI's), and change orders (CO's). This task will also include providing close out documents including a daily journal that will be submitted to the City. These close out documents will be coordinated with the contractor for operation and maintenance purposes for the city.

Task 7 – Segment C Staking, Construction Management, and Materials Testing

JTE will conduct the construction staking, and materials testing during the construction of Segment C. AE2S will be conducting the day to day construction management and inspection for Segment C. JTE will attend weekly meetings for 4 months for the construction of Segment C. Initially, JTE's survey crew will stake the alignment and design features (road cross sections, etc.) that are required for construction. JTE will also be conducting the materials testing. This will consist of 12 hours per week for 16 weeks for onsite compaction testing. This also includes lab testing which consists of 4 proctors, 4 plastic index tests, and 4 sieve analyses. As the lead



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engineer during the construction period, JTE will oversee the construction management that will be conducted by AE2S. JTE will coordinate with AE2S to provide the close out documents.

Task 8 – Overall Project Management

As the lead firm, JTE will be the point of contact for all of the professional services including the design of each of the three segments, the environmental permitting (including cultural and environmental studies), the geotechnical report, and the SRF loan closing process. JTE will coordinate with each of these to ensure that permitting, studies, and design are completed. It is anticipated that JTE will have a contract with Price City and that all of the third-party services will be contracted with JTE. JTE will manage contracts and billing with these additional professional services. JTE will also coordinate and conduct a CM/GC workshop to help the city decide on when to engage a contractor. JTE will coordinate with pipe suppliers and will help the City decide if and when to purchase the HDPE pipe. JTE will stay involved with the design process of Segment C and will plan on attending design progress meetings each week for three months. The bid documents for Segment C will be coordinated with AE2S for accuracy and congruency to match the bid documents for Segments A and B. This task will also include coordinating with UDOT for the landslide in Segment C. This coordination with UDOT will include 3 meetings.

ITEMS NOT INCLUDED

Additional work, which is excluded from our scope of services, includes:

Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of JTE. Also, meeting time in excess of that outlined above or additional costs due to project delays.

Additional meeting time and inspection time described in the previous tasks. It is anticipated that each of the three segments will be constructed over a 4-month period (12 months overall). If additional time is required for construction, additional scope and fee will be needed for inspection and construction management in the form of inspection and meeting time.

COMPENSATION

We have identified the fees for providing the services outlined above as follows:



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Task 1: Survey Mapping	\$39,247
Task 2: Permitting – Stream Alteration and Rail permitting, and Easements	\$89,160
Task 3: Segment A Design	\$299,673
Task 4: Segment B Design	\$263,297
Task 5: Segment A Staking, Construction Management, and Materials Testing	\$172,109
Task 6: Segment B Staking, Construction Management, and Materials Testing	\$173,931
Task 7: Segment C Staking, Construction Management, and Materials Testing	\$58,141
Task 8: Overall Project Management	\$59,735
Total:	\$1,155,293

We hope this scope and fee of services meets your anticipated needs for permitting, civil tasks, survey tasks, materials testing and project management for this project.

Sincerely,

Johansen & Tuttle Engineering

A handwritten signature in dark ink, appearing to read "Jonathan Johansen", is written over a light blue horizontal line.

Jonathan Johansen, P.E.

Project Manager



September 30, 2025

Jonathan Johansen, PE
Johansen & Tuttle Engineering

Re: Scope of Work for the Price City Water Transmission Main Project

Jonathan:

We look forward to working with you to deliver a successful project for Price City. Here is a breakdown of our proposed responsibilities:

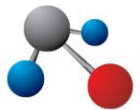
- Task 1: Environmental & Cultural Studies
- Task 2: NEPA Process, Permitting, & Determination
- Task 3: Project Management
- Task 4: Electrical, Instrumentation, & Control Design
- Task 5: Segment C Design
- Task 6: Segment C Construction Support & Inspection
- Task 7: Funding Administration

Task 1: Environmental & Cultural Studies

AE2S will work with Western-Enviro Resources, Inc. to coordinate and perform the following environmental studies: wetland and waters of the United States field delineation; botanical and wildlife, threatened and endangered species assessment; and preliminary floodplain and floodway review. It is anticipated that the project will require a Nationwide Permit (NWP) be applied for with the US Army Corps of Engineers. The wildlife survey will include the status of previously documented raptor nests and documenting any additional nesting locations. AE2S will also work with Montgomery Archaeological Consultants to coordinate and perform a Class I file search and context assessment as well as a Class III cultural resource inventory. This scope of work assumes six sites will be identified and updated. All this work will be documented in brief reports for regulatory agency and City review. All reports will meet regulatory agency standards.

Task 2: NEPA Process, Permitting, & Determination

The Division of Drinking Water (DDW) will be the lead agency throughout the environmental review process. Letters are currently being drafted to solicit comments from the various cross-cutting federal, state, and local agencies regarding the project. This task includes coordination with those agencies, providing explanation and justification for design decisions, sharing information in memorandum or exhibit form, and receiving final acceptance. The permits we anticipate will be associated with this process that AE2S will help coordinate are: BLM SF-299,



NWP 12, Rail encroachment (for the Segment C tunnel), and DDW plan approval. JTE will coordinate with USACE for the PGP-10 (stream alteration permit) at the applicable locations. This task also identifies the determination of the NEPA process. AE2S is assuming a Categorical Exclusion will be the determination. This task does not include the effort required for a full Environmental Assessment. AE2S would propose an amendment for additional scope to conduct and Environmental Assessment. We assume that AE2S will coordinate with the following agencies: State Historic Preservation Office, Division of Drinking Water, Federal Emergency Management Agency, Bureau of Land Management, Department of Natural Resources, U.S. Army Corps of Engineers, Union Pacific Railroad, Utah Department of Transportation, Utah County, and Carbon County. We assume that AE2S will not need to coordinate with the following agencies: Division of Indian Affairs, Division of Water Rights, U.S. Fish & Wildlife Services, Price River Improvement District, or private property owners.

Task 3: Project Management

This task includes coordination with the City, JTE, and internal AE2S staff to execute project controls to maintain project schedule and budget. AE2S will attend progress meetings during design, coordinate survey and geotechnical needs with JTE and Moab Geotechnical for Segment C design, and conduct a workshop with the City to discuss the CM/GC delivery method for this project.

Task 4: Electrical, Instrumentation, & Control Design

AE2S will work with JTE and the City to determine feasibility of power (utility, solar, etc.) and communications (fiber, satellite, etc.) for metering at Colton Springs and the two turnouts along Segments B and C. AE2S will coordinate with power and communications service providers to assist in development of design criteria and applicable fees and agreements with the City. This task also includes design of electrical site plans, one-line diagrams, network schematics, process and instrumentation diagrams, and relevant details for power and communications at the three sites listed above.

Task 5: Segment C Design

AE2S will complete the bid documents for Segment C. This will include document submittals at 50% design, 90% design, and 100% design. The drawings will include all design details including alignments, profiles, cross sections, trenching, fittings, tees, thrust blocks (with structural design),



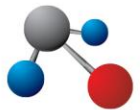
road cross sections, existing pipe protection, etc. Project specifications will be provided at the 90% and 100% submittal packages. It is anticipated that the design for Segment C will be completed over 3.5 months. Ten weekly progress meetings with the City are planned to coordinate the design. A cost estimate will be provided with each of the submittals (50%, 90%, and 100% submittals). This task will also include coordinating DDW approvals with the 100% drawings. It will also include the bidding process and preconstruction process including any required addendums and responses to the bidding contractors. When the project is complete, AE2S will provide as-built drawings for the City's record. AE2S will follow JTE design standards for congruency across all segments of the pipeline. Due to the complex nature of this segment (landslide area, trenchless install near railroad tunnel, difficult terrain and access), AE2S will work closely with Moab Geotechnical to provide a baseline geotechnical report to assist the contractor with an understanding of existing conditions and support the development of appropriate means and methods for successful pipe installation.

Task 6: Segment C Construction Support & Inspection

AE2S will coordinate with JTE regarding construction staking and materials testing throughout construction of Segment C. We will be conducting the day to day construction management and inspection for Segment C. Full-time inspection is for four months (640 hours total). The inspector will maintain a photographic history of construction and deliver to the City at project closeout. We will attend weekly meetings for 4 months for the construction of Segment C. During the construction period, AE2S will respond to submittals, requests for information (RFI's), prospective change orders (PCO's), and pay applications. Due to the complex nature of the geological conditions, we will also provide two days of special inspections related to the trenchless pipe installation near the railroad tunnel. At project closeout, AE2S will conduct a final walkthrough of Segment C, develop punch list items, and ensure complete of the outstanding work before final payment to the contractor. Closeout items also include O&M manuals (from the contractor) and as-built drawings.

Task 7: Funding Administration

AE2S has helped Price City secure a funding package for this Project, including the procurement of a Drinking Water State Revolving Fund Loan (SRF Loan). This task provides capacity to further support the City in compiling the necessary information and paperwork to close the SRF Loan, assist with the administration of federal crosscutters during bidding and construction (BABA, NEPA, Davis-Bacon, DBE, etc.), and help Price City compile and submit up to eight SRF Loan



reimbursement requests, including the auditing of required payrolls and BABA certs from the contractor. Other items include regular coordination and meetings, conducting three rounds of on-site wage interviews, and assisting with loan closeout at project completion.

ITEMS NOT INCLUDED

Additional work, which is excluded from our scope of services, includes:

- Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of AE2S. Also, meeting time in excess of that outlined above or additional costs due to project delays.
- Additional meeting time and inspection time described in the previous tasks.
- Application or administration of funding beyond the City's SRF Loan.

COMPENSATION

We have identified the fees for providing the services outlined above as follows:

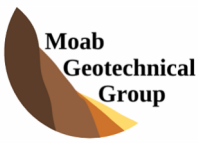
- Task 1: Environmental & Cultural Studies	\$ 72,493.00
- Task 2: NEPA Process, Permitting, & Determination	\$ 120,999.00
- Task 3: Project Management	\$ 30,621.00
- Task 4: Electrical, Instrumentation, & Control Design	\$ 28,820.00
- Task 5: Segment C Design	\$ 278,436.00
- Task 6: Segment C Construction Support & Inspection	\$ 199,575.00
- Task 7: Funding Administration	\$ 31,479.00

Total: \$ 762,442.00

Please let me know if you have any questions. I can be reached on my cell phone at (801) 889-9286 or by email at sam.fankhauser@ae2s.com.

Sincerely,

Sam Fankhauser
AE2S Project Manager



October 1, 2025

Johansen & Tuttle Engineering, Inc.
c/o Jonathan Johansen
90 South 100 East
PO Box 487
Castle Dale, UT 84513

Mr. Johansen

Price City intends to replace approximately seven miles of its aging spring water transmission line with a new HDPE pipeline ranging from 24" to 8" in diameter. The new alignment will be offset approximately eight feet from the existing minimally buried line and installed below frost depth (about 30 inches). The alignment traverses mountainous terrain and includes two railroad crossings.

Scope of Geotechnical Services

- Site Walk & DCP Testing:
Conduct Dynamic Cone Penetrometer (DCP) tests approximately every 1,000 feet along the proposed alignment (totaling approximately 35 to 40 tests). This will provide a profile of near-surface soil / rocks and guide test pit locations.
 - Supplemental DCPs in slide area, every 25 to 50 feet along slide area
- Test Pits:
Excavate 8 to 10 test pits to a depth of approximately six to ten feet to evaluate subsurface conditions, particularly in areas of concern identified during the DCP survey. Spoils will be backfilled upon completion.
- Railroad Crossings:
Special attention will be given to subsurface conditions at the two railroad crossings to support trenchless or open-cut design decisions. Test pits and DCPs in these areas will be performed 100 feet from the rail line (outside of right of way)
- Reporting:
Prepare a geotechnical summary report including:
 - Summary of desktop study (geologic hazards and historic aerials),
 - DCP results and interpreted soil strength profiles,
 - Test pit logs and observations,
 - Recommendations for trench excavation, bedding, and backfill,
 - Identification of any areas requiring special construction considerations
- Meetings & Coordination:
Provide up to 10 hours of meeting time for coordination with the design team and Price City, including kickoff, alignment walk, and design review.

- Exclusions:
 - No laboratory testing is proposed.
 - No borings or inclinometers to be installed around the historic landslide.

Fee and Schedule

The scope of services will be provided for a lump sum of \$ 25,200.

Exhibit 1 – Fee Details

Task	Personnel	Rate (\$/hr)	Time (hr)	Cost
DCPs	2 Project Engineers	150	60	\$ 9,000
Test Pits and Equipment	2 Project Engineers	150	24	\$ 5,100
Contingency Field Day	Project Engineer	150	12	\$ 1,800
Geotechnical Report	Project Engineer	150	40	\$ 6,000
Specification Support	Project Engineer	150	12	\$ 1,800
Meetings	Project Engineer	150	10	\$ 1,500

Dynamic Cone Penetrometer (DCP) testing will be completed over three days by two geotechnical engineers in coordination with the City of Price. This work is scheduled for the week of October 20, 2025. Test pit excavation is planned for the week of October 27, 2025. A draft geotechnical summary report will be prepared within two weeks following completion of the test pits. The final report will be issued to support the project once design and construction coordination is ready.

Additional time required, beyond those assumed, to perform site visits, reports, and meetings will be performed in accordance with the attached Client Fee Schedule. Additional services will not be performed without written consent from you.

Closing

We thank you for the opportunity to support this project for Price City. If you agree with the scope of services, fee, and schedule detailed above, please sign the attached Professional Services Agreement.

Sincerely,



Taylor Q. Hall
Principal

Attachments:
Client Fee Schedule
Professional Services Agreement





**CLIENT FEE SCHEDULE
PROFESSIONAL SERVICES
2025**

Principal.....	\$200.00 per hour
Professional Engineer	\$150.00 per hour
Professional Geologist.....	\$150.00 per hour
Field Representative	\$125.00 per hour*

*One-hour minimum portal to portal.

Rates increased by a factor of 1.5 for night shift hours and hours in excess of 10 hours (including travel time). Night shift hours commence after 6:00PM and before 6:00AM.

OTHER FEES

Moisture/Density Gauge.....	\$15.00 per day
Vehicle.....	\$5.00 per day*
Per Diem.....	\$150.00 per day**

*Vehicle rate for jobs within 60-mile radius of portal. Travel beyond 60 miles will be charged in accordance with Federal rates

**Rate is an estimate. Per Diem will be charged following the State of Utah, or governing State, In-State-Per-Diem Rates.

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent (1.5%) per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's request, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

PROFESSIONAL SERVICES AGREEMENT



Date: October 1, 2025

Project No.: 2025-076

Client: Johansen & Tuttle Engineering, Inc

Client Contact: Jonathan Johansen

Address: 90 South 100 East PO Box 487 Castle Dale UT 84513

Project Name and Location: Price City Spring Water Transmission Line

Scope of Services: Geotechnical Design Report

Estimated Fees: Lump Sum of \$25,200

TERMS AND CONDITIONS

1. This agreement shall be binding upon the heirs, administrators, successors of Client and Moab Geotechnical Group (MGG).
2. This agreement shall not be assigned by either Client or MGG without prior written consent of the other.
3. This agreement contains the entire agreement between Client and MGG relating to the project(s) and the provision of services to the project(s). Any prior agreement, promises, negotiations or representations not expressly set forth in this agreement or its referenced documents are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and MGG.
4. MGG's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute a subsequent waiver of the same term, condition, or covenant or a breach thereof, or a waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and MGG.
6. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.
7. MGG shall only act as an advisor in all governmental relations. MGG shall not be construed as an agent of Client.
8. MGG shall sign certifications only if MGG approves the form of such certifications prior to the commencement of services, and provided such certifications are limited to statement of professional opinion and do not constitute a warranty or guarantee, express or implied.
9. All reports, documents, drawings, and other instruments of MGG's service, and copies thereof, created by MGG pursuant to this agreement are instruments of MGG's service and shall remain the property of MGG. Client agrees that the instruments of service provided to Client by MGG shall not be subject to unauthorized reuse, that is, reuse without written authorization of MGG. Such authorization is essential because it requires MGG to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, Client waives and agrees to defend, indemnify, and hold MGG harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of MGG's instruments of service. Client further agrees to compensate MGG for time spent or expenses incurred by MGG in defense of any such claim, in accordance with MGG's prevailing fee schedule and expense reimbursement policy.
10. Samples will be discarded immediately after testing. Those not tested will be discarded 30 days after sampling. Samples shall remain the property of Client and Client shall be responsible for removal and lawful disposal of hazardous materials and containers.
11. Client shall not permit or authorize changes in the reports and documents prepared by MGG pursuant to this agreement. Client acknowledges that any changes and their effects are not the responsibility of MGG. Client waives and agrees to defend, indemnify, and hold harmless MGG and its employees from and against any and all claims, demands, damages or costs arising from the changes and their effects.
12. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as Client is not in default and has performed all obligations under this agreement. Client further acknowledges that MGG has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
13. Client is to furnish MGG free access to the project site in order to make the necessary borings, reconnaissance, or other explorations, whether invasive or noninvasive. MGG will exercise reasonable care; but some damage or disturbance is unavoidable. Cost of repair or restoration is not included in the fee and is Client's responsibility.
14. Client shall furnish MGG the locations of all underground utilities or buried structures. Client waives and agrees to defend, indemnify and hold harmless MGG and its employees from and against any and all claims, demands, damages or costs for damage to any utilities or structures which were not accurately defined and/or located by the Client.
15. MGG and Client agree that there are risks of earth movement and property damage inherent in field exploration, land development and repair, that MGG has not been authorized to perform the exhaustive and economically infeasible investigation necessary to eliminate such risks; and that MGG thus does not guarantee or warrant the results of its work.
16. Upon written request, Client shall execute and deliver or cause to be executed and delivered, such additional instruments, documents, and governmental fees and charges which are necessary for MGG to perform its obligations under this agreement.
17. Client agrees not to use or permit any other person to use reports or other instruments of service prepared by MGG, which reports or other instruments of service are not final and which are not signed, stamped or sealed by MGG. Client agrees to be liable and responsible for any such use of nonfinal reports, or other instruments of service not signed, stamped, or sealed by MGG and waives liability against MGG for their use. Client further agrees that final reports or instruments of service are for the exclusive use of Client and may be used by Client only for the project described on the face hereof.
18. MGG has a right to complete all services agreed to be rendered pursuant to this agreement. Either Client or MGG may terminate this agreement at any time before completion of all services by giving seven (7) days written notice thereof to the other. If terminated by Client, Client agrees to release MGG and hold MGG harmless from all liability for work performed prior to termination.

19. MGG shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against Client, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgement issued by the Bankruptcy Court.
20. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which MGG may have for the performance of services pursuant to this agreement. Client agrees to separately provide to MGG the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide MGG with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
21. If payment for MGG's services is to be made on behalf of Client by a third-party lender, Client agrees that MGG shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
22. Charges not paid within thirty (30) days of invoice will accrue a late charge at a rate of 1.5 percent per month. If Client fails to pay MGG within thirty (30) days after invoices are rendered, Client agrees that MGG has the right to consider such nonpayment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of MGG under this agreement are terminated. Client agrees that all billings from MGG to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billings, notifies MGG in writing of alleged inaccuracies, discrepancies, or errors in the billing.
23. If MGG, pursuant to this agreement, produces reports, or other documents and/or performs field work, and such reports, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
24. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, Client agrees to pay for all such additional services as extra work.
25. In the event all or any portion of the work prepared or partially prepared by MGG is suspended, abandoned, or terminated, Client shall pay MGG for all fees, charges, and services provided for the project, not to exceed any limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional fees due to suspension of the work which shall be paid by Client as extra work.
26. MGG is not responsible for delay caused by factors beyond MGG's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove MGG's work promptly, fault performance by Client or other contractors or governmental agencies. When such delays occur, Client agrees that MGG is not responsible for damages nor shall MGG be deemed to be in default of this agreement.
27. MGG shall not be liable for damages or delays resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental reports, dedications, general plans, and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, or building permits.
28. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation shall be brought and adjudicated in the 7th District Court in and for Grand County, State of Utah, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
29. Client acknowledges that MGG is not responsible for the performance or work by third parties including, but not limited to, the construction contractor and its subcontractors.
30. Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions discovered at the time of preparation of MGG's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction observation, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold MGG harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of MGG; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of MGG.
31. In the event Client discovers or becomes aware of field or other conditions which necessitate clarifications, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify MGG and engage MGG to prepare the necessary clarifications, adjustments, modifications, or other changes to MGG's work before construction activities commence or further activity proceeds. Further, other conditions so that Client may in turn notify MGG pursuant to the provisions of this paragraph.
32. Client agrees that the sole recourse for damages to Client arising from the services provided to Client by MGG under this agreement shall be against MGG and Client waives any claim against any employees or affiliates of MGG.
33. The fee(s) quoted in this contract is valid for 60 days from the contract date and unless stated otherwise, is approximate only.
34. IN RECOGNITION AND EQUITABLE ALLOCATION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, CLIENT LIMITS THE TOTAL AGGREGATE LIABILITY OF MGG AND ITS PRINCIPALS AND EMPLOYEES TO CLIENT ON ANY AND ALL CLAIMS FOR ALLEGED OR ACTUAL BREACH OF CONTRACT, PROFESSIONAL OR SIMPLE NEGLIGENCE, OR ANY OTHER THEORY ACTIONABLE AT LAW OR IN EQUITY TO \$2,500 OR MGG'S FEE, WHICHEVER IS GREATER. FOR PURPOSES OF THIS SECTION, ATTORNEY AND EXPERT FEES AND EXPENSES AND OTHER COSTS INCURRED BY MGG OR ITS INSURANCE CARRIER IN DEFENDING AGAINST ANY SUCH CLAIM(S) SHALL BE INCLUDED IN CALCULATING MGG'S TOTAL AGGREGATE LIABILITY. In the event that Client does not wish to limit MGG's liability in accordance with the provisions stated herein, MGG agrees to waive this limitation upon written notice from the Client received within five (5) days after the date this agreement is fully executed, and Client agrees to pay Two Hundred Fifty Thousand Dollars, (\$250,000.00) or an additional sum equivalent to ten percent (10%) of the total fee, whichever is greater, said considerations to be called "Waiver of Limitation of Professional Liability charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability. MGG and Client each agree that in no event will either hold the other liable for incidental or consequential damages in connection with any claim arising from or related to this agreement or MGG's services. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by MGG of this limitation of liability and to require as a condition precedent to their performing their work, a like limitation of liability on their part as against MGG.

35. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.
36. Subject to any shorter period provided under applicable statutes of limitations, Client agrees that it will not assert any claim or action arising from or in any way related to MGG's services under this agreement later than three years following the Completion Date. This provision applies regardless of whether such claim or action alleges breach of contract, tort, indemnity, or any other legal theory, and regardless of whether it alleges any patent or latent deficiency in MGG's services. The Completion Date relating to the services performed under this agreement is the date of the last published technical document required under this agreement.

MOAB GEOTECHNICAL GROUP

By: _____ Date: _____

Print Name: _____

Title: _____

CLIENT

By: _____ Date: _____

Print Name: _____

Title: _____

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
September 24, 2025 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Councilmember Christman

Councilmember Knott-Jespersen

Councilmember Miller

Councilmember Richardson

Councilmember Willis

Excused:

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Miller/With the recent accident near Consumer's Rd. involving a semitruck hauling crude oil, be cautious when driving.
2. Mayor's report: Met with Carbon Canal to sign MOU regarding watershed project, not ready to sign now, Price/Wellington has signed, support letters have been received from John Houston and Mark Olsen, who each own property near project/Price City Youth Council has been taking on several projects, such as Day of Caring clean up at local Sonic property.
3. Councilmember report: Christman/Carbon County resident called to report road condition problem in Westwood, notified Commissioner Jensen & Haddock to let them know, found out the problem is on their list/Interview with radio reporter regarding water conservation and infrastructure.
4. Councilmember report: Knott-Jespersen/Working on wayfinding sign locations with Sign Edge/College Bike Race to be held in Price this weekend.
5. Councilmember report: Miller/Will be working with Ted Hinkley on the new sound equipment/declare old equipment as surplus/Utah Buffalo Soldier Heritage Trail/Working with Carbon County, Helper City, Wellington City, possibly Nine Mile Ranch to create a three-day music festival in June 2026.
6. Councilmember report: Richardson/contacted by Jimmy Parker, Carbon High School Girls Wrestling team looking for fundraiser ideas to help with travel, etc.
7. Councilmember report: Willis/Street flooding debris near Pioneer Park.

Adjourned: 4:54 p.m.

APPROVED:

ATTEST:

DRAFT

Minutes of the City Council Meeting
City Hall
Price, Utah
September 24, 2025

Present:

Mayor Kourianos
Councilmembers:
Joe Christman
Amy Knott-Jespersen
Layne Miller
Tanner Richardson
Terry Willis

Jaci Adams, City Recorder
Nick Tatton, Administrative Director
Miles Nelson, Public Works Director
Lisa Richens, Finance Director
Eric Johnson, City Attorney

Excused:

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:00 p.m. Paul Lavender, Grace Baptist Church 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 Miller reminded everyone about the recent semitruck accident near Consumer's Road and to be cautious when driving near large trucks with bulk loads.

4. GENERAL BUSINESS/DISCUSSION

a. PICKLEBALL COURTS SUPPORT/DONATION. Consideration and possible acceptance of a donation to Price City from Emery Telcom in support of the Price City Pickleball Courts.

Taren Powell with Emery Telcom was in attendance to present Price City with a \$10,000 donation in support of the Price City Pickleball Courts.

MOTION.

Councilmember Willis moved to accept the \$10,000 donation from Emery Telcom in support of the Price City Pickleball Courts. Councilmember Knott-Jespersen seconded and motion carried.

b. RECOGNITION/TAKE PRIDE IN PRICE CONTEST. Recognition to the "Take Pride in Price" contest winners.

Mayor Kourianos and City Council recognized the second and first place winners of "Take Pride In Price"

contest. The Boshard Family took second place and was presented with a \$100.00. Kerry and Robin Lunt took first place and received \$150.00.

c. **RECOGNITION/YOU'VE BEEN RECOGNIZED AWARDS.** Recognition to Price City residents that were awarded for "You've Been Recognized".

Mayor Kourianos and City Council recognized and awarded the following residents with \$50.00: Barbie Haeck, Gary Blake, Gary Christensen, Wade Williams, Jim Massa, Alan Peterson, Ed & Teren Knight, Paul & Niki Guzman and The Vasquez Family.

d. **REAL PROPERTY DONATION.** Consideration and possible approval of the receipt of the donation of real property, ID #01-1791-0000, from North Park Estates to Price City, no cost for property, authorization to pay transactional costs (title work, closing), estimated at \$500 or less and authorization for staff to finalize and administer the donation transaction.

Richard Tatton, along with other property owners of North Park Estates, were in attendance to donate property to Price City. The property owners feel it would benefit the city more because there is not any residential value for the owners.

MOTION.

Councilmember Knott-Jespersen moved to accept the receipt of the donation of real property, ID #01-1791-0000, from North Park Estates to Price City. Councilmember Miller seconded and motion carried.

e. **MAINTAINX ASSET MANAGEMENT SOFTWARE SUBSCRIPTION.** Consideration and possible approval to purchase a software subscription to MaintainX for asset and work order management for Public Works and other City departments. Total cost for first year subscription with set up is \$7,880.00.

Miles Nelson, Public Works Director explained how all of the city departments would benefit with the new MaintainX software.

MOTION.

Councilmember Miller moved to approve the purchase of MaintainX software for Public Works and other City departments in the amount of 7,880.00, which includes the first-year subscription with set up. Councilmember Richardson seconded and motion carried.

f. **PUBLIC HEARING.** A public hearing authorizing not more than \$14,000,000 taxable water and sewer revenue bonds, in one or more series, for water system improvements, and related improvements; providing for the publication of a notice of public hearing and bonds to be issued; fixing the maximum aggregate principal amount, interest rate, maturity, and discount of the bonds; providing for the running of a contest period; and related matters.

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

MOTION.

Councilmember Willis moved to open the public hearing at 5:23 p.m. Councilmember Knott-Jespersen seconded and motion carried.

Eric Johnson, Price City Attorney was in attendance to explain the necessity of the Price City Spring Line project. He explained that total funding is \$15,197,000 that has been approved, \$4,559,000 of that is grant/forgiveness, meaning that amount does not have to be paid by the city, which leaves a loan in the amount of \$10,638,000 with an interest rate of 2%. Eric Johnson feels that this is the best way to go with the funding and grant that has been offered. Miles Nelson, Public Works Director expressed how critical it is to proceed with replacing the transmission lines. The floor was then opened to the public for any comments or concerns regarding this public hearing agenda item. Diana Wood, Price City resident has concerns with flooding on the street that she lives on, 748 North 100 East. Mike Gurule, Price City resident had questions regarding where the money will come from for the Price City Spring Line bond. Since there was no further discussion or public comment, Mayor Kourianos asked for a motion to close the public hearing.

MOTION.

Councilmember Willis moved to close the public hearing at 5:42 p.m. Councilmember Christman seconded and motion carried.

g. RESOLUTION NO. 2025-21. A resolution authorizing the maximum repayable amount of \$14,000,000 taxable water and sewer revenue bonds, in one or more series, pursuant to a final bond resolution to be approved by the Mayor, and Finance Director as the pricing committee, to construct water system improvements; and related matters.

MOTION.

Councilmember Christman moved to approve Resolution No. 2025-21 authorizing the maximum repayable amount of \$14,000,000 taxable water and sewer revenue bonds, in one or more series, pursuant to a final bond resolution to be approved by the Mayor, and Finance Director as the pricing committee, to construct water system improvements; and related matters. Councilmember Richardson seconded and motion carried with vote as follows:

Councilmember Richardson – AYE
Councilmember Christman – AYE
Councilmember Willis – AYE
Councilmember Knott-Jespersen – AYE
Councilmember Miller – AYE

5. CLOSED SESSION

a. Closed session of the Price City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.

MOTION.

Councilmember Christman moved to strike agenda item 5.a. Councilmember Willis seconded and motion carried.

6. CONSENT AGENDA

MOTION.

Councilmember Willis moved to approve consent agenda items a. through g. Councilmember Knott-Jespersen seconded and motion carried.

- a. MINUTES for 09-10-2025 City Council Workshop and City Council.
- b. AGREEMENT: PROJECT 20C-2024 NRCS/EWP WOOD HILL DRIVE. Consideration and possible approval of an agreement with Perco Rock for the NRCS/EWP Wood Hill Flood Mitigation Project. Total agreement amount = \$414,469.00.
- c. SETTLEMENT AGREEMENT. Ratification of the settlement agreement between Price City and Marisa Brady/Scott Slater for a citizen claim.
- d. GRANT SUBMISSION AUTHORIZATION. Consideration and possible approval of submission of a grant to the Utah Commission on Criminal and Juvenile Justice.
- e. FEE WAIVER REQUEST. Consideration and possible approval to waive the fee for the Green Team of Carbon's annual appreciation supper at Washington Park from 6:00 p.m. to 8:00 p.m. on September 24, 2025.
- f. RATIFICATION. Consideration and possible approval of the JAG Grant between Price City Police Department and Utah Commission Criminal & Juvenile Justice in the amount of \$4,500.00.
- g. BUSINESS LICENSES. The Swell Plumber LLC at 390 W 300 S for Kurt Madsen. Gelous Nails & Co at 90 W 100 N for Shania Christensen. Jenna Lee Richards at 9 E Main St for Jenna Richards. Rylie Frandsen at 14 E Main St.

6. PUBLIC COMMENTS

Wayne Jackson, Price City resident had concerns with weeds, lights and pot holes throughout the city.

7. UNFINISHED BUSINESS

Mayor Kourianos recognized all first responders especially those that took part in the recent tanker fire near Consumer's Rd.

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

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

The regular City Council meeting was adjourned at 5:53 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder



INTERMOUNTAIN POWER SUPERINTENDENTS' ASSOCIATION MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the IPSA Members signing this Mutual Aid Agreement agree to render aid to any other Member as follows:

- 1) Request for aid. The Requesting Member agrees to make its request in writing to the Aiding member within a reasonable time after aid is needed and with reasonable specificity. The Requesting Member agrees to compensate the Aiding Member as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Members.
- 2) Governmental Immunity Act and Indemnification. Parties to this agreement that are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, shall retain and enjoy such protection. All Parties to this agreement regardless of their status as governmental entities agree that each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and none of the Parties waive any defense available to it under the *Utah Governmental Immunity Act of Utah*.
- 3) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Member. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 4) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station, the Aiding Member shall submit to the Requesting Member an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 5) Charges to the Requesting Member. Charges to the Requesting Member from the Aiding Member shall be as follows:
 - a) Labor force. Charges for labor shall be in accordance with the Aiding Members standard policy regular and overtime hourly rates. The Aiding Member shall not charge for benefits provided to employees while working under this Mutual Aid Agreement.
 - b) Equipment. There will be no Charges for equipment, such as bucket trucks, digger derricks and other equipment used by the Aiding Member. If Equipment is rented, the actual cost of rental may be charged to the Requesting Member after written approval is received by Aiding Member. Actual fuel charges for equipment may be submitted.
 - c) Materials. All materials supplied by the Aiding Member shall be billed at their actual or replacement cost.
 - d) Transportation. The Aiding Member shall transport needed personnel and equipment by reasonable and customary means to the Requesting Members location and shall charge actual costs (wages at hourly rate, regular or overtime) for such transportation.
 - e) Fuel. Actual fuel costs incurred for transportation to, from and during this agreement may be submitted for reimbursement to the Requesting Member.
 - f) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the actual costs incurred by the Aiding Member.
- 6) Counterparts. The signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 7) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

IPSA Member Entity Price Municipal Corporation

Address 185 East Main Street, Price, UT 84501

Authorized by Michael Kourianos (please print)

Title Mayor

Signature _____ Date _____

BUSINESS LICENSES

Account No: 3050
 Business Activity: 6213
 Fee: \$450-
 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): RMCE HEIRLOOM ALF OC LLC DBA Heirloom Assisted Living			
If Name Change, list previous name: Heirloom Inn			
Business Address: 145 North Carbon Avenue		Suite/Apt. No.:	
City: Price	State: UT	Zip Code: 84501	
Business Telephone: (801) 397-4697	Business E-mail: contracting@rmcare.com	Business Fax: 801.296.9117	
Mailing Address (if different): 598 W 900 S STE 220		City: Woods Cross	State: UT Zip Code: 84010
Property Owner's Name: RMCE Heirloom ALF Propco, LLC		Property Owner's Telephone: (801) 397-4000	
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☐ Services ☒ Other Assisted Living Facility			
Opening Date: _____ Business Hours: From 8 AM To 5 PM ☒ M ☒ T ☒ W ☒ T ☒ F S SU (please circle)			
Detailed Description of Business: Assisted Living Facility			
Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:
State Sales Tax I.D. No. (Include copy or proof of exemption): N/A		Federal Tax I.D. No. (Include copy): 39-3571124	
State License No. (Include copy): In Progress		State License Type: Assisted Living Facility Type II	
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		