

**Mayor**  
JOE L PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**City Recorder**  
SHERRIE GORDON  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS



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

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

## PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 07/22/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
  2. ROLL CALL
  3. PUBLIC COMMENT
  4. COUNCILMEMBERS REPORT
  5. HIRING ROSTER - Consideration and possible approval to establish a hiring roster to fill police officer vacancies in the next twelve months. The roster will consist of the preferred subset of candidates interviewed on June 25, 2015.
  6. RESOLUTION 2015-15 - Consideration and possible adoption of Resolution 2015-15, Price City Parade Guidelines.
- CONSENT AGENDA
7. MINUTES -
    - a. July 8, 2015 City Council Meeting
  8. BUSINESS LICENSES - Authorization to approve business licenses for World of Wonder Preschool at 836 East 100 North and Ruggeri Plumbing, Inc. at 264 South Carbon Avenue.
  9. AGREEMENT - Consideration and possible approval of Carbon Free Power Project Study Phase Siting Agreement between Price City and UAMPS.
  10. FEE WAIVER - Ratification of fee waiver action for a water system connection for a drinking fountain at the new Carbon High School soccer field.
  11. 400 NORTH SEWER 400 SOUTH WATER REPLACEMENT PROJECT (13C-2015) - Approval of Addendum #06-2015 to the General Services Agreement with Jones and DeMille Engineering for Design Engineering Services for the design of the 400 North Sewer 400 South Water Replacement Project. Contract Amount: \$66,500 (Budgeted).
  12. PRICE RIVER TRAIL RESTROOM (2C-2015) - Purchase of precast restroom from CTX Incorporated based on Utah State Contract #PD090: \$48,002.58 (Budgeted).
  13. TRAVEL REQUEST -

Chief Kevin Drolc: Utah National Security and Anti-Terrorism Conference, September 1-2, 2015, Salt Lake City, UT.  
Sherrie Gordon: 2015 Utah Municipal Clerks Association Annual Conference, September 23-25, 2015, Logan, UT.
  14. COMMITTEES
    - a. WATER RESOURCES

- b. EMERGENCY PLANNING
- c. COMMUNITY PROGRESS - CULTURE CONNECTION
- d. POWER COMMITTEE
- e. INTERNATIONAL DAYS

15. UNFINISHED BUSINESS

- a. Recycling

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

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

RESOLUTION NO. 2015-15

RESOLUTION ADOPTING PRICE CITY PARADE GUIDELINES

WHEREAS, various parades are organized and scheduled throughout the year; and

WHEREAS, Price City offers and provides organizational and Police Department support of those events to ensure safety of the participants and spectators; and

WHEREAS, Price City has determined that its guidelines for parade events should be updated.

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

Section 1. That Price City Parade Guidelines, as set forth in Exhibit "A", entitled "Price City Parade Guidelines as of June 10, 2015", a copy of which is attached hereto and made a part hereof, is hereby adopted as the official guidelines governing all parades on Price City streets.

Section 2. Repealer. The provisions of any other Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Effective Date. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution takes effect immediately after its approval and adoption.

PASSED AND ADOPTED by the City Council of Price City, State of Utah, this 10<sup>th</sup> day of June, 2015.

Price City, a Municipal Corporation

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

Attest:

\_\_\_\_\_  
Sherrie Gordon, City Recorder

PRICE CITY PARADE GUIDELINES  
As of June 10, 2015

1. **SUPPORT OF THEME.** Entries are encouraged to adopt, support and reflect the overall theme of the parade for the year, if a theme is established by the parade committee or parade organizer.
2. **ADULT SUPERVISION.** Children age 12 or younger must be accompanied and supervised by a responsible adult on all floats and entries.
3. **NO ALCOHOLIC BEVERAGES.** The consumption of alcoholic beverages in the lineup or along the parade route by entry participants is prohibited.
4. **MOTORIZED ENTRIES:** A valid driver's license is required for anyone operating motorized vehicles and entries, including trucks, cars, motorized floats, ATV's, UTV's and motorized two wheel vehicles along the parade route.
5. **PARADE COMMENCEMENT/TERMINATION.** Entries must enter and exit the parade route as directed and once an entry has started along the parade route no person may board or disembark from the float or entry.
6. **DISTRIBUTION POLICY.**
  - A. No complimentary or promotional items, i.e. candy, etc., can be thrown or dropped from any parade floats, vehicles or other motorized entries. Distribution of such items should be accomplished in a manner that discourages spectators to move from a viewing area into any portion of the street assigned to the parade route. All items should be handed or tossed to spectators only by designated parade participants walking alongside the parade entry.
  - B. Motorized parade entrants who intend to distribute items to spectators must provide a least one spotter at each corner of the entry (four minimum) to ensure that spectators do not move too close to the vehicle or float and that no entrant throws items from the vehicle or float.
  - C. If, in the opinion of parade or law enforcement officials, the distribution method of certain items by parade entrants endangers parade spectators or participants, the official will immediately cease the distribution of such materials and neither Price City nor parade officials will bear any financial or opportunity loss associated with the cessation.
7. Walking entries are encouraged.
8. Floats should be designed, constructed, pulled and moved along the parade route in a manner that will ensure the safety of all participants carried thereon as well as the safety of spectators.

9. In addition to the Guideline 1 above, entries must be respectful, sensitive and supportive of family and local cultural values and should avoid any actions, conduct and message content that may be deemed discriminatory on the basis of race, religion, national origin, veteran status, sex, gender identity, sexual orientation, age or disability.
10. Entrants are encouraged to obey all rules and directions of the parade coordinator, who reserves the right to recommend discontinuance of participation in future parades by any participant who willfully ignores or intentionally violates these guidelines.
11. All parade participants are encouraged to follow the directions of the parade coordinator(s), to exercise good common sense and judgment, to stay with their entries, and to conduct themselves in a manner that will ensure safe and enjoyable participation by all persons involved.
12. All parade participants are encouraged TO HAVE FUN!

***I have received a copy of this document entitled "Price City Parade Guidelines" and hereby acknowledge that I have read the guidelines, understand them and agree to abide by them.***

Parade Date: \_\_\_\_\_

Select one:     Individual Parade Participant  
                   Group Entry

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
July 8, 2015 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Wayne Clausing

Layne Miller

Kathy Hanna-Smith

Rick Davis

Miles Nelson

Kevin Drolc, Chief of Police

Nick Sampinos, City Attorney

Nick Tatton, Community Director

Gary Sonntag, Public Works Director

Lisa Richens, Finance Director

Sherrie Gordon, City Recorder

Excused: John Daniels-Human Resources Director and Bret Cammans-Customer Service Director

Present: Scottie Draper, Scott Pendleton, Kerry Jensen, Steve Carlsen, and Darin Lancaster

1. Mayor Piccolo called the regular meeting to order at 5:30 p.m. He led the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT – No public comment was received.
4. COUNCILMEMBERS REPORT - The Councilmembers presented an update on the activities and functions in which they have participated since the last Council meeting.
5. CARBON SCHOOL DISTRICT - Softball field and surrounding property east of Carbon High School.

Carbon School District (District) representatives addressed the City Council. Steve Carlsen, Superintendent, Darin Lancaster, Business Administrator, and Kerry Jensen, Facilities Director, discussed the map depicting the Carbon High School Baseball Complex and surrounding property east of Carbon High School.

Price City and the District are partners and have joint usage of the two fields. The District is hoping to renovate the existing baseball and softball fields and at the same time provide better access, parking, concession stands, and restrooms for these facilities.

The baseball and softball fields and much of the property around the fields is owned by Price City. The District discussed the possibilities on how to proceed with the project. Options may include anything from giving/selling some of the property to the District, to both entities working together in a joint project, with each retaining ownership of the current properties.

The District has done some initial work to create a possible design for the complex. This design is not final and they welcomed suggestions from the City Council if there are areas of concern in the design.

The District stated that there will be no cost to Price City. The District will be responsible for all construction expenses and maintenance of the fields. The concession stands and restrooms are accessible for both fields. The District is taking the water shortage into consideration before laying sod in the fields. Jones and DeMille Engineering, Inc. have been retained by the District to prepare geotechnical testing and reports of the field. The District will share the results with City Council. They hope to start construction in the summer/fall of 2015. They are working towards a completion date of spring 2017 for the complex.

City Council expressed that a joint effort in this project increases the possibility of the project being successful. City Council expressed their desire that the fields be open to the community when not being used by the District. Representatives stated that the fields would be open to the community for

all to use. A discussion was held on who would be responsible for scheduling use of the fields. The District would like to meet with Gary Sonntag, Public Works Director, and discuss water issues and define the details of the new complex plan. The District stated that they are going use two local contractors to complete the construction on the complex. The District will bring back to the City Council its findings from this meeting.

Councilman Clausing expressed to the District that he hoped they would work out an agreement with Helper City and continue to use their field for the junior varsity games.

City Council would like to move forward with this project. Staff and Nick Sampinos, City Attorney, were directed to work together with the District regarding this project and to create a draft Memorandum of Understand (MOU). The responsibility of scheduling playing time on the field will be addressed in the MOU. When the proposed draft MOU is completed, it will be reviewed by the City Council and the District.

**Motion.** Councilmember Clausing directed Nick Sampinos, City Attorney, to draft a Memorandum of Understanding between Price City and the Carbon School District for the Carbon High School Baseball Complex. Motion seconded by Councilmember Miller and passed.

CONSENT AGENDA - Councilmember Hanna-Smith moved to approve consent agenda items 6 through 11. Motion seconded by Councilmember Nelson and carried.

6. MINUTES -
  - a. June 24, 2015 City Council Meeting
  - b. July 2, 2015 City Council Workshop
7. UTILITIES DEPARTMENT - Authorization to issues credits for 2014-2015 water overages.
8. BID OPENING - 650 North Meads Wash Culvert Cleaning Project (5C-2015) - Bid opening on June 30, 2015 for culvert cleaning and channel dredging project. The low bidder was Nelco Contractors at \$9,565.00 followed by Nielson Construction at \$15,030.00, Renegade Industrial at \$26,551.90, and Fusion Pipeline at \$97,350.00. Authorization to award contract to Nelco Contractors Inc. (Budgeted SWU)
9. WATER TREATMENT PLANT ALGAE STUDY PHASE II - Approval of task order 2015-02 under General Services Agreement with Carollo Engineers for Phase II to study processes and methods for algae mitigation at the water treatment plant. Cost of Phase II: \$12,271 (budgeted).
10. BUSINESS LICENSES - Ramon Auto Detailing, LLC, 717 South Nick Lane and Utah Youth Village, 80 West Main Street.
11. TRAVEL REQUEST -

Mike Adams and Stephen Regruto (Carbon Metro Drug Task Force) - MCTC Informant Development & Management, July 21-23, 2015, Sandy, UT.

Captain William D. Barnes - Utah Narcotics Officer's Annual Conference, August 9-14, 2015, Mesquite, NV.

Mike Adams, Stephen Regruto and Karen Basso (Carbon Metro Drug Task Force) - Utah Narcotics Officer's Annual Conference, August 9-14, 2015, Mesquite, NV.

Bret Cammans - Annual Casselle Conference, October 13-15, 2015, Salt Lake City, UT.
12. COMMITTEES - Updates presented:
  - a. WATER RESOURCES - Gary Sonntag, Public Works Director, advised the City Council that due to the fact that Scofield Reservoir water is diminishing rapidly, Price City may need to acquire some water towards the end of the summer. Mr. Sonntag will keep the City Council up-to-date on the situation.
  - b. EMERGENCY PLANNING
  - c. COMMUNITY PROGRESS-CULTURE CONNECTION
  - d. POWER COMMITTEE
  - e. INTERNATIONAL DAYS

13. UNFINISHED BUSINESS –

- a. Recycling – Councilmember Davis will attend a meeting on July 9, 2015 and report back to the committee.

The regular City Council meeting was adjourned at 6:47 p.m. by Mayor Piccolo, pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

---

Joe L. Piccolo, Mayor

---

Sherrie Gordon, City Recorder

Account No: 3159  
 Business Activity: 6244  
 Fee: \$100



### BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY.

**Renewal** (check and show changes only on form below)

<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>World of Wonder Preschool</u>			
If Name Change, list previous name:			
Business Address: <u>830 East 100 North</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-0242</u>		Business E-mail: <u>wowpreschool@hotmail.com</u>	
Business Fax:			
Mailing Address (if different): <u>832 Castle Heights Dr.</u>		City: <u>Price</u>	State: <u>UT</u> Zip Code: <u>84501</u>
Property Owner's Name: <u>Virginia Anderson</u>		Property Owner's Telephone: <u>(435) 637-3770</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: <u>Sept. 1st 2015</u> Business Hours: From <u>8:30</u> To <u>3:00</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>H</u> F S SU (please circle)			
Detailed Description of Business: <u>Preschool. Providing educational services for children aged 3-5 years of age.</u>			
Commercial Square Feet: <u>1115 sq. ft.</u>		No. of Mobile Home Spaces: <u>0</u>	
No. of RV Spaces: <u>0</u>			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable): <u>47-4444705</u>	
State License No. (Include copy, if applicable):		State License Type:	
<p><b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b></p> <p><input type="checkbox"/> Alcoholic Beverages  <input type="checkbox"/> Eating Establishment  <input type="checkbox"/> Taxi Cab/Motor Carrier  <input type="checkbox"/> Pawnbroker  <input type="checkbox"/> Sexually Oriented Business</p> <p><b>NOTE:</b> If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			

Owner's Name: Nikki Rondinelli

Owner's Address: 832 Castle Heights Dr. Suite/Apt. No.: —

City: Price State: UT Zip Code: 84501

Owner's Telephone: (435) 650-0262 Owner's E-mail: ware\_nikki@hotmail.com Owner's Fax: —

Owner's Birth Date: November 17, 1981 Owner's Drivers License No. (include state & provide copy):

Manager's Name:

Manager's Address: Suite/Apt. No.:

City: State: Zip Code:

Manager's Telephone: ( ) Manager's E-mail: Manager's Fax:

Manager's Birth Date: Manager's Drivers License No. (include state):

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1.		( )
2.		( )
3.		( )

TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Nikki Rondinelli 7/6/15  
 Signature of Owner/Agent Date  
Nikki Rondinelli Teacher  
 Please Print Name Title

**Please allow at least 10 working days for your application to be processed.**

Account No: # 3161  
 Business Activity: 238  
 Fee: \$100



### BUSINESS LICENSE APPLICATION

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

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

<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Ruggieri Plumbing Inc.</u>			
If Name Change, list previous name:			
Business Address: <u>264 S Carbon Ave</u> <u>260 W 1090 SO</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-5262</u>	Business E-mail: <u>RuggieriPlumbing@hotmail.com</u>	Business Fax: <u>435-637-0421</u>	
Mailing Address (if different): <u>260 W STATE 1090 S</u>	City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Property Owner's Name: <u>Jolla Ruggieri</u>	Property Owner's Telephone: ( )		
Type of Organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: _____ Business Hours: From _____ To _____ M T W T H F S S U (please circle)			
Detailed Description of Business: <u>Plumbing Service, Boilers, New Constructions</u> <u>Commercial, Industrial, Residential</u>			
Commercial Square Feet:		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable): <u>20-1035310</u>	
State License No. (Include copy, if applicable): <u>5636750-5501</u>		State License Type: <u>S210</u>	
<p><b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b></p> <p><input type="checkbox"/> Alcoholic Beverages  <input type="checkbox"/> Eating Establishment  <input type="checkbox"/> Taxi Cab/Motor Carrier  <input type="checkbox"/> Pawnbroker  <input type="checkbox"/> Sexually Oriented Business</p> <p><b>NOTE:</b> If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			

Owner's Name:		
Owner's Address:		Suite/Apt. No.:
City:	State:	Zip Code:
Owner's Telephone: ( )	Owner's E-mail:	Owner's Fax:
Owner's Birth Date:	Owner's Drivers License No. (include state & provide copy):	

Manager's Name:		
Manager's Address:		Suite/Apt. No.:
City:	State:	Zip Code:
Manager's Telephone: ( )	Manager's E-mail:	Manager's Fax:
Manager's Birth Date:	Manager's Drivers License No. (include state):	

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1. John Ruggeri	260 W 1090 So PRICE, VT 84501	(435) 637-0422 435-650-5262
2.		( )
3.		( )

TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

  
 Signature of Owner/Agent 7/16/15  
Date  
 John Ruggeri 7/16/15  
 Please Print Name Title

**Please allow at least 10 working days for your application to be processed.**



**Mayor**  
JOE L PICCOLO  
**City Attorney**  
NICK SAMPINOS  
**Community Director**  
NICK TATTON  
**City Recorder**  
SHERRIE GORDON  
**Finance Director**  
LISA RICHENS



**Price City**

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

**UTAH'S CASTLE COUNTRY!!**

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

**PRICE CITY  
CITY COUNCIL MEETING  
AGENDA DOCUMENTATION**

Preparation Date: 6-30-15	Submitting Department: Community Development
Meeting Date: 7-22-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: CFPP Siting Phase Agreement	

<b>Subject:</b>	Study for SMR Energy Project
<b>Purpose Statement:</b>	Price City recently has changed its method of resource delivery. The switch from Pacificorp wholesale contracts to owned resource entitlement and market purchases scheduled by UAMPS began on 7-1-15. Price City needs to acquire resource for load in various capacities: base load; intermediate and peak. One potential source of base load resource is SMR through the CFPP project at UAMPS. This needs to be investigated prior to any commitment to purchase power. The investigation of the potential site is the subject of this agreement.
<b>Background &amp;/or Alternatives:</b>	If Price City chooses not to participate in this study project potential costs to “get in” later may be much higher and the opportunity to secure the resource may not be available.
<b>Attachments:</b>	Copy of CFPP siting phase agreement.
<b>Fiscal Impact:</b>	Limited and part of our participation with UAMPS. This phase, overall, may cost Price City up to about \$11,000 over a period of about 18 months, if we choose to continue with each individual phase of the study. This is based on the anticipated entitlement share Price City may need.
<b>Staff Impact:</b>	None beyond existing duties.
<b>Legal Review:</b>	Mr. Sampinos has reviewed the agreement and has approved as to form.
<b>Recommendation:</b>	It is the recommendation of staff that the agreement be approved and staff directed to participate actively in the study process via UAMPS.
<b>Suggested Motion(s):</b>	<ol style="list-style-type: none"> <li>1. Move to approve Price City participation in the Carbon Free Power Project Study Phase Siting Agreement and further approve the agreement.</li> <li>2. Move to authorize the Mayor and City Recorder to sign the agreement on behalf of Price City.</li> <li>3. Move to authorize staff to administer the agreement on behalf of Price City and actively participate in the study project.</li> </ol>
<b>Other Comments:</b>	

# CARBON FREE POWER PROJECT STUDY PHASE SITING AGREEMENT

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

PRICE CITY

This Carbon Free Power Project Study Phase Siting Agreement (this “*Agreement*”) is made and entered into as of September 1, 2015, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”), and Price City, a member of UAMPS (“*Participant*”). UAMPS and Participant are sometimes hereafter referred to collectively as the “*Parties*” and individually as “*Party*.”

RECITALS:

- A. UAMPS is organized as an Energy Services Interlocal Entity under the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*, and pursuant to its Amended and Restated Agreement for Joint and Cooperative Action, as amended from time to time (the “*Joint Action Agreement*”) for certain purposes, including but not limited to investigation of future electric energy resources.
- B. UAMPS, through the formation of the Carbon Free Power Project (“*CFPP*”) has decided to pursue the development of a facility that can house up to twelve (12) NuScale nuclear power modules that can each generate up to approximately fifty (50) megawatts of electric power. The anticipated commercial operation date for the first such nuclear power module is currently scheduled to occur in late 2023.
- C. UAMPS, Energy Northwest and NuScale Power, LLC (“*NuScale*”) have entered into a Teaming Agreement, dated as of June 19, 2013 and a subsequent Addendum to the Teaming Agreement dated as of April 18, 2014 (“*Teaming Agreement*”), outlining those entities respective responsibilities during the development phase of the Project.
- D. Participant enters into this Agreement to further develop the CFPP as a hedge against carbon dioxide regulation that may impose cost burdens on existing fossil fueled resources and/or to provide greater diversification in its resource portfolio.

E. The United States Department of Energy (“DOE”) received appropriations by the U.S. Congress through House of Representative Resolution No. \_\_\_ for small modular reactor (“SMR”) licensing technical support for SMR commercialization by a utility. The DOE has identified NuScale’s technology, with UAMPS as a utility partner, as eligible recipients for SMR licensing technical support and, more specifically, cost-share support for UAMPS site permitting activities and combined construction and operation license activities. To facilitate the DOE’s support, NuScale and the DOE have or will enter into a cooperative award agreement (the “DOE Cost Share Agreement”), whereby NuScale is designated as the primary recipient of funds for certain CFPP development costs that DOE deems reimbursable consistent with the purpose of the DOE Cost Share, which funds will be passed through to UAMPS for the recovery of up to fifty percent (50%) of CFPP site permitting activities and combined construction and operation license activities. UAMPS and NuScale have entered into or will enter into an agreement (the “UAMPS-NuScale Cost Share Agreement”) addressing the flow of funds from NuScale to UAMPS for DOE reimbursed CFPP development costs and NuScale’s responsibility to pay for a portion of the CFPP development costs as identified in Exhibit B and the UAMPS-NuScale Cost Share Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

*Section 1. Defined Terms:*

“Board” means the Board of Directors for the CFPP as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“Buy-In Amount” shall be determined by multiplying the New Participant’s or purchasing Participant’s desired purchase of Orphan Site Shares, expressed in whole kilowatts, by the result of dividing the Siting Phase Work Costs incurred as of the date of purchase of Orphan Site Shares (without recognizing the benefit of the DOE Cost Share) by the Projected Project Capacity, such formula being:

$$\text{Desired Site Share Purchase (kW)} \times \frac{\text{Total Siting Phase Work Costs Incurred as of Purchase Date}}{\text{Projected Project Capacity(kW)}}$$

For example, the Buy-In Amount for a New Participant desiring to purchase 50,000 Orphan Site Shares with total Siting Phase Work Costs totaling \$3,000,000 at the purchase date, the Buy-In Amount would be \$250,000 (50,000 x (\$3,000,000/600,000)).

“CFPP” shall mean the Carbon Free Power Project as it is described in Recital B.

“*CFPP Development Phase*” shall mean any of the phases for carrying out Siting Phase Work as identified in the CFPP Work Plan, attached hereto as Exhibit B, as may be amended from time to time consistent with this Agreement.

“*DOE Cost Share*” shall mean the cost share funding provided by DOE to UAMPS through NuScale pursuant to the DOE Cost Share Agreement and UAMPS-NuScale Cost Share Agreement.

“*Effective Date*” means the date on which this Agreement has been executed and delivered by UAMPS and the Participant.

“*Entitlement Share*” shall mean the amount of desired capacity from the CFPP that the Participant elects to subscribe to in the CFPP Power Sales Contract between UAMPS and the Participant.

“*Members*” shall mean UAMPS members not participating in the CFPP.

“*Open-Enrollment Period*” shall mean the period of time as determined by the Project Management Committee to allow for Original Participants to deliver their executed Agreements.

“*Original Participants*” shall mean those Participants that execute the Agreement before the close of the Open-Enrollment Period.

“*Orphan Site Share*” shall mean a Site Share that is not subscribed at the end of the Open-Enrollment Period. The total amount of Orphan Site Shares will be the difference of the Projected Project Capacity less the total Site Shares subscribed at the end of the Open-Enrollment Period and any Orphan Site Shares purchased pursuant to Section 8.

“*Participants*” shall mean those UAMPS members or non-UAMPS entities who have entered into this Agreement and are identified in Schedule I.

“*Phase Cost Estimate*” shall mean the cost estimate for each CFPP Development Phase that is identified to complete Siting Phase Work as identified in the CFPP Work Plan, as may be amended pursuant to this Agreement.

“*Power Sales Contract*” or “*PSC*” shall mean each of those contracts to be negotiated with the Participants to further the implementation and operation of the CFPP.

“*Preparatory Costs*” shall be those costs necessary for the initial formation and development of the CFPP prior to the adoption of budgets by the Project Management Committee pursuant to this Agreement, which costs are preliminarily identified in the attached CFPP Work Plan as “Preparatory Work” and shall not exceed \$210,000.

“*Project Agreements*” means all agreements entered into by UAMPS to carry out this Agreement, the Siting Phase Work, the Site Use Agreement with the DOE, the Teaming Agreement between UAMPS, Energy Northwest and NuScale, and any other agreements UAMPS enters into in connection with the Siting Phase Work of the CFPP. A list of current Project Agreements is identified in Exhibit A and will be amended as necessary.

“*Project Management Committee*” shall mean the committee of Participants initially established for the CFPP pursuant to the Joint Action Agreement and UAMPS bylaws.

“*Projected Project Capacity*” shall mean 600 MW based on the gross output of the full, build-out of an electric generating facility comprised of 12 nuclear power modules with the capability to each generate 50 MW gross electric.

“*Site Percentage Cost Share*” shall be determined by multiplying a Participant’s Site Percentage Share by Siting Phase Work Costs. For example, if Siting Phase Work Costs for a billing period are \$100,000 and a Participant’s Site Percentage Share is 10%, then such a Participant will be billed \$10,000 ( $\$100,000 \times 10\%$ ).

“*Site Percentage Share*” shall mean each Participant’s Site Percentage Share, expressed as a percentage of a Participant’s Site Share divided by sum of all Participants Site Shares. Each Participant’s Site Percentage Share will be set forth in Schedule I.

“*Siting Phase Work*” shall have the meaning as set forth in Section 2 of this Agreement.

“*Siting Phase Work Costs*” shall mean all costs, charges and expenses associated with the Siting Phase Work Product, which shall include UAMPS’ administrative and general costs in performing Siting Phase Work, as well as those incurred by UAMPS under Project Agreements.

“*Siting Phase Work Product*” shall mean all work product developed pursuant to this Agreement and other Project Agreements.

“*Site Share*” shall mean each Participant’s interest in the CFPP, which will be expressed in whole kilowatts. Each Participant’s Site Share will be identified in Schedule I. The total sum of Site Shares shall not exceed 600 megawatts, based on the Projected Project Capacity.

*Section 2. Scope of Work; Siting Phase Work.* UAMPS will direct all work necessary to study the feasibility of constructing, permitting, and operating the CFPP (the “Siting Phase Work”). The Siting Phase Work is generally outlined in the CFPP Work Plan, attached hereto as Exhibit B. The Siting Phase Work will be conducted in a phased-approach as identified in the CFPP Work Plan. The Project Management Committee will approve Siting Phase Work for each CFPP Development Phase pursuant

to a specified budget as identified in the CFPP Work Plan. UAMPS will notify the Project Management Committee of costs incurred pursuant to the CFPP Work Plan on a monthly basis. The CFPP Work Plan may be amended at the discretion of the Project Management Committee pursuant to Section 6 of this Agreement.

*Section 3. Siting Phase Work Costs.* The Participant acknowledges and agrees to pay its Site Percentage Cost Share, regardless of whether UAMPS is reimbursed pursuant to the DOE Cost Share for costs incurred in connection with Siting Phase Work. A Participant's responsibility to pay costs will be limited to its Site Percentage Cost Share. Further, until a budget for a CFPP Development Phase is adopted by the Project Management Committee, a Participant's Site Percentage Cost Share shall be limited to its proportionate share of Preparatory Costs. Any Participant providing notice to UAMPS to terminate this Agreement pursuant to Sections 5, 7 or 9 will remain obligated to pay its Site Percentage Cost Share for Siting Phase Work Costs incurred up to the date of such termination of that Participant's Site Share in the CFPP.

*Section 4. Open-Enrollment Period.* The Project Management Committee will determine the Open-Enrollment Period at the first Project Management Committee meeting and, if necessary, may extend the Open-Enrollment Period. A Participant joining during the Open-Enrollment Period will execute this Agreement and a revised Schedule I will be circulated at the close of the Open-Enrollment Period, identifying the total Site Shares subscribed to by the Original Participants and the total Orphan Site Shares. A Participant joining during the Open-Enrollment Period will be obligated to pay its Site Percentage Cost Share for Siting Phase Work Costs already incurred. Such a payment will be allocated pro rata to the Participants based on the Site Percentage Shares of the Participants that executed this Agreement prior to the newly joining Participant. Participants joining after the end of the Open-Enrollment Period will be required to pay a Buy-in Amount as set forth in Section 8.

*Section 5. Notice of Withdrawal by a Participant.* (a) A Participant will not be obligated for Siting Phase Work Costs contained in a Project Management Committee's approved, initial budget for a CFPP Development Phase, or an increase in an approved budget for a CFPP Development Phase by greater than twenty percent (20%), by providing notice of a Participant's rejection of the proposed initial budget or increase within five business (5) days of the Project Management Committee adoption of the initial budget or increase. Upon such notice by a Participant UAMPS will notify the Project Management Committee, which will meet as soon as practical to determine the impact of such notice. UAMPS staff will suspend, to the extent practicable, Siting Phase Work on the CFPP Development Phase that is the subject of the Participant's rejection, but may continue Siting Phase Work on CFPP Development Phases approved preceding the notice of objection from a Participant.

(b) In response to the Participant's objection, the Project Management Committee may:

(i) reaffirm the initial budget adoption for a CFPP Development Phase or an increase in the approved budget for a CFPP Development Phase by greater than twenty percent (20%), in which case the Project Management

Committee will revise Schedule I accordingly and this Agreement will be terminated between UAMPS and the withdrawing Participant pursuant to Section 9, or

(ii) repeal the initial budget for the CFPP Development Phase or the budget amendment that exceeded twenty percent (20%) of the originally adopted budget for the CFPP Development Phase, in which case the Participant's objection is deemed withdrawn, and

(iii) take such other action consistent with this Agreement.

(c) In the event of termination under Section 5(b)(i) and all payments have been made as required for such termination to be effective pursuant to Section 9, the termination shall be effective on the date the Participant provided notice of its objection. As of that effective date, the Participant's rights, except for the right to a potential payment pursuant to Section 11, and obligations shall be null and void and the Participant shall have no obligation or liability to UAMPS or the other Participants. If such a Participant does not sell its Site Share prior to this date, then the Participant, consistent with Section 11, may receive a one time payment in consideration of costs paid by the Participant prior to the date of termination as described in this Section.

(d) If the Participant does not timely object to the initial budget approval for a CFPP Development Phase or an increase in a budget for a CFPP Development Phase by greater than twenty percent (20%), the Participant is barred from seeking to terminate this Agreement under this Section 5.

*Section 6. Project Management Committee Duties.* (a) The Participants hereby terminate the CFPP Interim Voting Agreement and confirm participation in the Project Management Committee pursuant to Schedule I, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative) and shall be chaired by a Participant's Representative elected by the Project Management Committee. Pursuant to Section 14 of this Agreement, the Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee.

(b) An authorized officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings. The Joint Action Agreement and the by-laws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that:*

(i) The Participant's Representative of any Participant that is in default under Section 10(d) hereof shall not be entitled to vote on any matter during the period of such default and the consent or approval of such Participant or such Participant's Representative shall not be required to obtain any consent or approval required hereunder during the existence of such default and such Participant or such Participant's Representative shall not be included to constitute a quorum of the Project Management Committee; and

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be

ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the by-laws of UAMPS.

- (c) In addition to its other responsibilities under this Agreement, the Project Management Committee shall review and approve:
- (i) the CFPP Work Plan and UAMPS' approval of all notices to proceed under the CFPP Work Plan and notices to proceed under the Project Agreements;
  - (ii) Project Agreements and any modifications or amendments thereto, and appointment of all representatives of UAMPS serving under the Project Agreements and provide such direction to UAMPS as shall be necessary to enable UAMPS to meet timely its obligations and responsibilities under the Project Agreements;
  - (iii) moving forward with each CFPP Development Phase as identified in the CFPP Work Plan;
  - (iv) a revision to Schedule I reflecting a Participant's withdrawal from the CFPP by virtue of exercising its rights under Section 5 of this Agreement;
  - (v) the commercial operation date of the CFPP under the Project Agreements;
  - (vi) the transition from this Agreement into Power Sales Contracts for the further development of the CFPP.

*Section 7. Option to Convert Site Shares into Entitlement Share.* Each Participant will have the right but not the obligation to convert its Site Shares into an Entitlement Share on an equivalent basis in the Power Sales Contract. In the event that a Participant chooses not to proceed with the CFPP by entering into Power Sales Contract(s), such Participant will provide notice to terminate this Agreement to UAMPS. Such notice shall provide within forty-five (45) days from the date of notice to UAMPS information as to the intent of the Participant to sell its Site Shares. The Participants may sell their Site Shares pursuant to the process set forth in Section 8 based on the amount of Siting Phase Work Costs paid by the Participant or at any price they may negotiate.

*Section 8. Addition of New Participants after the Open-Enrollment Period; Sale of Site Shares and Orphan Site Shares.* (a) Members or non-UAMPS entities who desire to become a Participant under this Agreement after the Open-Enrollment Period ("New Participant(s)") must obtain approval by the Project Management Committee to purchase Site Shares from Participants or Orphan Site Shares. No Participant will be forced to reduce its Site Shares to allow for the addition of a New Participant. Any New Participant allowed to enter into this Agreement pursuant to this Section will receive, on a go-forward basis, the full benefit for the DOE Cost Share on the same basis as the Participants.

(b) The sale of Site Shares by a Participant to a New Participant or Participant(s) will be subject to pro rata rights of first refusal based on the Site Percentage Shares of the other Participants. Once the selling Participant(s) and the New Participant or other Participant(s) have finalized negotiations to transfer Site Shares they shall notice UAMPS of the terms thereof. UAMPS shall notice the other Participants of the terms of

the right of first refusal within ten (10) days. All other Participants shall have thirty (30) days to exercise their pro rata rights of first refusal based on their Site Percentage Shares and on the same terms as negotiated between the selling Participant(s) and the New Participant or other Participants. If no other Participants exercise their pro rata right of first refusal, or if not all Site Shares are purchased by other Participants, then the selling Participant may sell its remaining Site Shares on the terms set forth in the notice. All New Participants who purchase Site Shares shall execute this Agreement, which will include a revised Schedule I reflecting the revised Site Shares and Site Percentage Shares.

(c) For the purchase of an Orphan Site Share(s) by a New Participant or Participants, the Project Management Committee must approve the purchase. The New Participant or Participants must pay a Buy-In Amount based on the amount of Orphan Site Shares being purchased, which must be paid prior to the transfer of the Orphan Site Shares and the New Participant's execution of this Agreement. The Buy-in Amount will be allocated pro rata to the Participants based on the Site Percentage Shares of the Participants prior to acceptance of such purchase of Orphan Site Shares. No Participant will be forced to reduce its Site Shares to allow for the addition of a New Participant.

*Section 9. Term and Termination.* (a) Unless terminated earlier under Section 9(b), this Agreement shall be effective on the Effective Date and shall remain in full force and effect until the later of:

- (i) through the term of the Project Agreements;
- (ii) the date on which all costs incurred by UAMPS in carrying out Siting Phase Work and under the Project Agreements have been paid in full and all other obligations of UAMPS under the Project Agreements have been paid or satisfied, including but not limited to any outstanding payment obligations owed under this Agreement;
- (iii) the CFPP Power Sales Contracts become effective;
- (iv) termination of this Agreement by the mutual consent of all Parties.

(b) A Participant may terminate this Agreement pursuant to Section 5 of this Agreement. Such right to terminate will be contingent upon the terminating Participant paying all of its Site Percentage Cost Share for Siting Phase Work Costs incurred up to the date of receipt of the Participant's objection notice.

*Section 10. Billing Period, Billing and Payment.* (a) The billing period shall be a calendar month. On or before the 25<sup>th</sup> day after the end of each billing period (beginning with the first billing period following the Effective Date of this Agreement), UAMPS shall issue to the Participant a billing statement showing the amount payable by the Participant for such billing period for its Site Percentage Cost Share less the proportionate amount received from the DOE Cost Share and any other amounts, adjustments or reconciliations payable by or credited to such Participant and the Participant shall pay the total of such amounts to UAMPS at the office of UAMPS, or such other address as UAMPS shall designate in writing to the Participant, on the 15<sup>th</sup> day following the date on which the billing statement was received by the Participant.

(b) If payment in full is not made on or before the close of business on the due date, UAMPS shall impose a delayed-payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly,

or the maximum interest rate lawfully permitted; *provided, however*, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed-payment charge but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under the Project Agreements. If said due date is Saturday, Sunday, or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

(c) In the event of any dispute as to any portion of the billing statement for such billing period, the Participant shall nevertheless pay the full amount of the billing statement when due and shall give written notice of the dispute to UAMPS not later than the 60<sup>th</sup> day after such billing statement was received by the Participant. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless notice is given by the Participant. The Project Management Committee shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. This written notice shall constitute the final determination of the dispute. Upon this determination of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

(d) In the event that a Participant fails to make full payment of the bill within thirty (30) days of the due date, it shall be in default. Upon such default, UAMPS will give notice to the non-defaulting Participants and provide the non-defaulting Participants with a right of first refusal for the defaulting Participant's Site Share at a price that will recoup all costs owed by the defaulting Participant. If the Participants do not elect to acquire all of the defaulting Participant's Site Share being offered, then the offer will be distributed to the Members and then non-UAMPS entities. Any New Participant will be accepted as a Participant to this Agreement pursuant to the same terms and conditions as set forth in Section 8, but will not be required to pay a Buy-In Amount upon acquiring Site Shares pursuant to this Section 10(d).

(e) The obligation of the Participant to make the payments under this Section 10 for amounts payable by the Participant pursuant to this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make the payments under this Section 10 shall constitute an obligation of the Participant and an operating expense of the Participant's electric system payable solely from the legally available revenues and other available funds of the electric system and shall constitute a cost of purchased power and energy. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument.

*Section 11. Ownership of Work Product.* The Participants acknowledge the Siting Phase Work Product may or may not have economic value. UAMPS shall retain ownership of Siting Phase Work Product on behalf of the Participants. If this Agreement is terminated and further development of the CFPP ceases prior to transition into Power Sales Contracts, then UAMPS will dispose of the Siting Phase Work Product as directed

by the Project Management Committee and consistent with the Project Agreements. If further development of the CFPP continues beyond this Agreement, the Participants will work in good faith to assign value to the Siting Phase Work Product to the extent is necessary to do so to facilitate further development of the CFPP.

*Section 12. Review and Audit.* Either Party, at its sole expense, has the right, at all reasonable times and pursuant to reasonable notice, to review and audit the books, records and documents of the other Party directly pertaining to the billings required to administer this Agreement and the Project Agreements. All information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings shall be considered confidential and shall not be disclosed to third parties without prior written consent of the audited Party, unless required by law or order of a court or other tribunal.

*Section 13. Separate Agreement.* This Agreement and the Project Agreements do not modify any existing or future rights, obligations, performances, or procedures of UAMPS or any of the Participants except as specifically contracted herein and in the Project Agreements.

*Section 14. Representations and Warranties.* Each Party represents and warrants to the other that (i) it possesses all legal power and authority necessary on its part to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; and as to Participant, (iii) it has delegated full and complete authority to its Participant's Representative to act on its behalf and bind it to decisions made by the Project Management Committee. Upon the request and at the cost of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties to third parties, including, but not limited to, other parties to the Project Agreements.

*Section 15. Waiver.* A waiver at any time by a Party of its rights with respect to a default under or breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent or prior default or breach. No delay, short of the statute of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

*Section 16. Relationship of Parties.* (a) This Agreement is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Agreement.

(b) The covenants, obligations, liabilities, rights and benefits of the Participant under this Agreement are individual and not joint and several, or collective, with those of any other Participant. Other than giving effect to the Joint Action Agreement of UAMPS on behalf of the Participant, the Agreement shall not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership

covenant, obligation or liability on, between or among the Participant and any one or more of the Participants. No Participant shall be or be deemed to be under the control of, nor shall any Participant control or be deemed to control, any or all of the other Participant or the Participants as a group. No Participant shall be bound by the actions of any other Participant, nor shall any Participant be deemed to be the agent of any other Participant or have the right to bind any other Participant.

*Section 17. No Recourse.* No member of the governing body, nor any officer or employee of UAMPS or any Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution, performance or breach of this Agreement; provided, however, that this Section shall not relieve any officer or employee of UAMPS or Participant from the performance of any official duty imposed by law, the Joint Action Agreement, UAMPS bylaws, or this Agreement.

*Section 18. Consistent Terms.* UAMPS shall not enter into an agreement or an amendment to an agreement with other Participants that contains terms or conditions that are materially different from those contained in this Agreement except upon written notice to and written consent or waiver by each Participant, and upon similar amendment being made to the Agreements of any other Participants requesting such amendment.

*Section 19. Applicable Law; Venue.* This Agreement is made under and shall be governed by the law of the State of Utah regardless of the effect of the application of Utah's choice of law rules. Any dispute hereunder will be determined in a court of general jurisdiction in Utah.

*Section 20. Headings.* Headings herein are for convenience only and shall not influence the construction hereof.

*Section 21. Severability.* If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

*Section 22. Entire Agreement.* This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the CFPP and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject. Unless explicitly allowed herein, no amendment of this Agreement will be effective unless it is in writing and signed by UAMPS and all then-current Participants.

*Section 23. Notices.* Any notice or demand by the Participant to UAMPS under this Agreement shall be deemed properly given if emailed or mailed postage prepaid and addressed to UAMPS at its principal office or if faxed to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to

UAMPS postage prepaid; any notice, billing statement or demand by UAMPS to the Participant under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Participant's Member Representative at the address on file with UAMPS or if faxed to the Participant's Member Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Participant's Member Representative postage prepaid. A courtesy copy of any such notice will also be sent to the Participant's city or governing body; the receipt of this courtesy copy is not required to satisfy the notice requirements contained in this Section. In computing any period of time from such notice, such period shall commence at noon, Salt Lake City time, on the date mailed or faxed. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either Party giving notice as above provided.

*Section 24. Default by Participant.* Subject to Section 26 and in the event of any default or failure of the Participant to observe, keep, and perform any of the covenants, agreements, or obligations contained herein, UAMPS may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement.

*Section 25. Default by UAMPS.* Subject to Section 26 and in the event of any default or failure of by UAMPS to observe, keep, and perform any of the covenants, agreements, or obligations contained herein, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate. In no event shall Participant withhold or offset any payment owed to UAMPS hereunder. Notwithstanding the above limitation, UAMPS' liability under this Agreement will be limited to the Siting Phase Work Costs received from the Participant pursuant to this Agreement.

*Section 26. Limitation of Remedies.* IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT OR PROVIDED BY STATUTE OR IN TORT.

*Section 25. No Third Party Beneficiaries.* This Agreement does not and is not intended to confer any rights or remedies upon any person or party other than the Parties.

*Section 26. Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers as of the date first above written.

**UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS**

By: \_\_\_\_\_  
Douglas O. Hunter, General Manager

**PRICE CITY**

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

Its: \_\_\_\_\_

Attest and Countersign:

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

Title: \_\_\_\_\_

## **Schedule I**

## Exhibit A—Project Agreements

## **Exhibit B—CFPP Work Plan**

The CFPP Work Plan as described in this Exhibit is subject to the approval of the Project Management Committee and may be amended from time to time by the Project Management Committee.

### **Preparatory Work:**

Scope of Work. Continue on ongoing activities in the following areas:

- Land use negotiations with INL/DOE;
- Development of water acquisition strategy;
- Continued negotiation with UAMPS-NuScale Cost Share Agreement;
- Continued processing of DOE Cost Share application.

### **Phase I-ROI/CFPP Site Selection:**

Scope of Work.

- Region of Interest (ROI) analysis by third party contractor;
- Continued site use negotiations with INL/DOE;
- Continued pursuit of water acquisition;
- Update CFPP pro forma based on data collected during Phase I;
- Deliverable #1—Completion of ROI: Final identification of preferred site for CFPP based on ROI
- Deliverable #2: Execution of INL Site Use Agreement

Anticipated Completion= November/December 2015

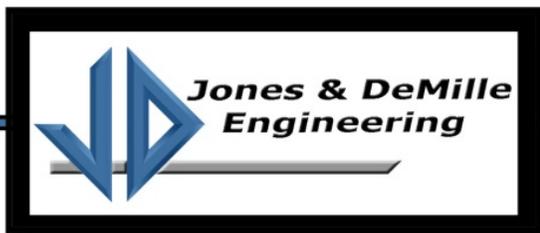
Anticipated Cost to Complete=\$

### **Phase II--Site characterization Work of Preferred CFPP Site for NRC Application:**

Scope of Work.

- Preliminary site characterization work for CFPP Preferred Site in preparation for NRC submittal;
- Acquire additional rights necessary to construct, operate, and decommission CFPP at the particular site selected by PMC to the extent these rights have not been obtained via Phase I (execution of site use agreement, water use agreement)

Note: The amount of site characterization work done during Phase II will depend on the amount of expenditures the Project Management Committee is willing to commit to absent financing. It is possible that Phase II is not initiated under this Agreement, but, instead, Phase II is completed pursuant to the CFPP Power Sales Contracts.



**CORPORATE** July 16, 2015

1535 South 100 West  
Richfield, UT 84701  
435.896.8266

50 South Main, Suite 28  
Manti, UT 84701  
435.835.4540

1675 South Highway 10  
Price, UT 84501  
435.637.8266

45 South 200 West (45-13)  
Roosevelt, UT 84066  
435.722.8267

Broadstone Building #3  
765 East 340 South, Suite 104  
American Fork, UT 84003  
801.692.0219

435 East Tabernacle, Suite 302  
St. George, UT 84770  
435.986.3622

Russell Seeley, PE  
City Engineer  
Price Municipal Corporation  
185 East Main  
Price, UT 84501

RE: Addendum #06-15 to General Services Agreement  
400 North Sewer & Road Surface / 400 South Water & Road Surface

Russell,

We appreciate the opportunity to provide professional design engineering services for this project. It is our understanding this project is intended to reconstruct water main and service laterals in 400 South from approximately 400 East to 700 East and sewer main and service laterals in 400 North from approximately 300 East to 650 East (Veteran's Lane). The project will also include roadway surface rehabilitation as well upon the installation of the underground utilities.

It is anticipated this work will be conducted under the existing General Services Agreement (GSA) between Jones & DeMille Engineering (J&DE) and Price City, dated January 24, 2007. The work will be attached to the GSA with an addendum as has been done with previous projects.

Below is the anticipated Scope of Work for the 400 North Sewer & Road Surface / 400 South Water & Road Surface project:

#### **DESIGN ENGINEERING SCOPE OF WORK**

1. Hold a Kick-Off Meeting with the City Public Works Department to discuss project scope, required elements, budget and intended schedule.
2. Review existing survey data for the areas within the project and collect additional data as necessary to complete the design and plan development for the project.
3. Develop the Project Design Criteria (PDC) for the water, sewer and roadway improvements.
4. Develop the 30% plans (plan/profile sheets, preliminary details, etc.)
5. Hold a 30% design review with the City (review plans, details, cost estimate and discuss pending construction schedule).
6. Coordinate with the railroad regarding Encroachment Permit for the replacement of water utility under tracks at 400 East/400 South.
7. Compile the 90% plans, specifications and cost estimate
8. Hold a 90% Plan, Specification, and Estimate (PS&E) review meeting with the City.
9. Finalize the plans, specifications and project documents based on the PS&E review.
10. Assist the City in advertising the project for bidding.
11. Review contractor bids, prepare the bid abstract and recommend award of the contract to the City.
12. Present the award recommendation to the City.

#### *Assumptions/Limitations:*

- *Design of this project will commence as soon as the City has provided a Notice to Proceed.*
- *The project will be advertised in late 2015 for construction in 2016.*
- *Construction is anticipated to begin in the spring of 2016.*

- *The areas included in this project have existing topography and mapping generated for previous projects. This existing topography and surface data will be utilized; however, additional data will likely be required to compile the needed information to complete the utility and roadway design. Additional survey field work will be required.*
- *Input and feedback from the respective Public Works Department will be required and greatly appreciated.*
- *A 60% plan review meeting will not be held. It is anticipated that sufficient design information and direction is obtained at the 30% level to forego a 60% review step.*
- *We will assist the City in coordinating permit and other efforts with Union Pacific Railways for the replacement of the water main under the tracks at 400 East. The scope and associated fee for this service is an estimate. Depending on actual UPRR requirements, time frames and level of involvement, we may need to address additional fee and schedule shifts accordingly.*

**SCHEDULE**

We are excited to begin work on this important project as soon as we are provided a Notice to Proceed. Please let us know your intended schedule.

**FEE**

The estimated maximum fee for the foregoing scope of work can be completed as follows:

**400 North Sewer & Road Surface / 400 South Water & Road Surface      \$66,500**

The above fee is proposed to be completed on an hourly basis, according to the General Services Agreement on file with the City.

J&DE is available to assist with additional engineering elements of this project as requested. We are able to provide additional services relating to site layout, construction staking, material testing, observations and other related fields at your discretion. Any requested adjustments to the above scope of work would also be completed according to our standard hourly rates.

We appreciate the opportunity to provide our professional services to Price City. We look forward to this project and many more. Please let us know what we can do to provide assistance to you in any capacity.

Sincerely,

JONES & DEMILLE ENGINEERING,  
INC.



Brian Barton, P.E.  
Principal

Approval to Proceed:

PRICE MUNICIPAL CORPORATION

cc: chrono

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Sherrie Gordon, City Recorder

\_\_\_\_\_  
Date



PRICE CITY PUBLIC WORKS  
400 North Sewer & Road Surface / 400 South Water & Road Surface  
Engineering Services - J&DE  
July 16, 2015

Hours														
Activity No.	Project/Activity	Principal Engineer	Project Manager	Professional Engineer	Structural Engineer	Senior CAD	CAD	Field Observation Technician	PLS	Survey Tech	1-Man Robotic	Senior Lab Technician	Office Technician	Total
1	Kick-Off Meeting	4	4	4		4								16
2	Review Existing Survey Data and Collect Additional Data		2	6		8			2	4	20			42
3	Develop Project Design Criteria for Water, Sewer and Roadway													0
a.	Culinary Water	0.5	1	4		2								7.5
b.	Sewer	0.5	1	4		2								7.5
c.	Roadway	0.5	1.5	4		2								8
4	Develop 30% Plans, Quantities and Estimate	2	20	40		80	50							192
5	Hold 30% Design Review (Plan, Quantities, Estimate)	4	4	4		4								16
6	Coordinate with Railroad													0
a.	Assist with Permit Application	4	30	20		25							8	87
7	Compile 90% Plan, Specification and Estimate (PS&E)	1	20	60		80	40							201
8	Hold 90% PS&E Meeting	4	4	4		4								16
9	Finalize Plan, Specifications, Project Documents		4	10		8	8						16	46
10	Assist the City in Advertising Project		2										4	6
11	Review Bids, Prepare Bid Abstract and Recommend Award	1	1										10	12
12	Present Award Recommendation to City Council		2										2	4
<b>TOTAL</b>		<b>21.5</b>	<b>96.5</b>	<b>160</b>	<b>0</b>	<b>219</b>	<b>98</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>20</b>	<b>0</b>	<b>40</b>	<b>661</b>

**PRICE CITY PUBLIC WORKS**  
**400 North Sewer & Road Surface / 400 South Water & Road Surface**  
**Engineering Services - J&DE**  
*July 16, 2015*

<b>1 LABOR</b>	<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
Principal	21.5	\$ 160.00	\$ 3,440.00
Project Manager	96.5	\$ 110.00	\$ 10,615.00
Professional Engineer	160	\$ 110.00	\$ 17,600.00
Sr. CAD	219	\$ 104.00	\$ 22,776.00
CAD	98	\$ 70.00	\$ 6,860.00
PLS	2	\$ 105.00	\$ 210.00
Survey Tech	4	\$ 75.00	\$ 300.00
1-Man Robotic Crew	20	\$ 112.00	\$ 2,240.00
Office Technician	40	\$ 55.00	\$ 2,200.00
<b>TOTAL LABOR</b>	<b>661</b>		<b>\$ 66,000.00</b>
<b>2 SUBCONSULTANTS, REIMBURSABLES</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
Mileage	750	\$0.58	\$ 431.25
<b>TOTAL REIMBURSABLES</b>			<b>\$ 431.25</b>
<b>3 TOTAL CALCULATED ENGINEERING FEES</b>			<b>\$ 66,500.00</b>

# Price City Police Department Travel Request and Authorization

Date: July 9, 2015

Employee: Kevin Drole

Purpose of Travel: Utah National Security and Anti-Terrorism Conference

Agency Sponsoring Activity: Utah U.S Attorney's Office,

Destination: Salt Lake City Utah

Dates employee will be involved in training (include travel time) Sept. 1 & 2, 2015

Expenses will be reimbursed to the City by: \_\_\_\_\_

Other: \_\_\_\_\_

P.O. # 30542

## Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle  
\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

**Meal:** 2 days at \$39.00 a day PO 30966 \$ 79.00

**Lodging:** 2 days x @ \$106.00 per night Visa \$ 212.00

**Registration Fees:** \_\_\_\_\_ \$ \_\_\_\_\_

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 291.00

\*\*\*\*\*

Submitted by: Kevin Drole Date: 07-10-15

Submitted to City Council for Approval on: \_\_\_\_\_

# The Utah National Security and Anti-Terrorism Conference



SALT LAKE CITY, UTAH

September 1-2, 2015  
Sheraton Hotel

We are pleased to announce the Utah National Security and Anti-Terrorism Conference, September 1-2, 2015, at the Sheraton Hotel in Salt Lake City, Utah. This conference will provide a unique opportunity for law enforcement, intelligence, and security professionals to share information and discuss current and emerging threats to the United States.

The conference will feature a variety of speakers, including federal, state, and local law enforcement officials, intelligence professionals, and experts in the field of terrorism and national security.

The conference will be held at the Sheraton Hotel, a premier venue for conferences and events. The hotel is conveniently located in the heart of Salt Lake City, Utah, and offers a variety of amenities and services to ensure a comfortable and productive stay.

The conference will be held at the Sheraton Hotel, a premier venue for conferences and events. The hotel is conveniently located in the heart of Salt Lake City, Utah, and offers a variety of amenities and services to ensure a comfortable and productive stay.

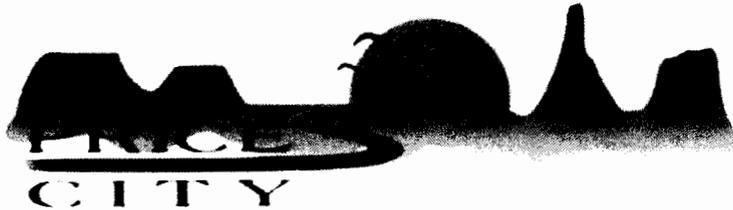
The conference will be held at the Sheraton Hotel, a premier venue for conferences and events. The hotel is conveniently located in the heart of Salt Lake City, Utah, and offers a variety of amenities and services to ensure a comfortable and productive stay.

Registration is free, but you will need to show a work issued identification card, credential or badge to attend the conference this year.

For more information, please contact the conference organizers at [contact information].

A final agenda will be ready soon, but here is a sample of what we are planning for the conference:

- Significant keynote address to be announced later
- Chuck Rosenberg will give our annual national Terrorism/Homeland Security National Trends and Issues Update. Mr. Rosenberg is a former U.S. Attorney from Virginia where he handled significant terrorism prosecutions and until recently was General Counsel for FBI Director Jim Comey. He was recently appointed by President Obama to be the Acting DEA Administrator.
- The Utah Department of Public Safety and the FBI's JTTF will update us on Utah Trends and Issues.
- FBI Special Agent Thomas F. O'Connor will do a session on Lone Offenders and Active Shooters. Special Agent O'Connor has conducted counter-terrorism training across the United States and internationally. He was a Massachusetts police officer for 15 years. He has been assigned to the FBI's Washington Field Office for more than 15 years working both international and domestic terrorism cases.
- The DEA Counter-Narcoterrorism Operations Center will be doing a session on narco-terrorism.
- As is our conference tradition, our agenda will include an international update. This year we will be focusing on Iraq and Syria.
- Cyber Shield Alliance: This is a partnership initiative developed by law enforcement for law enforcement to proactively defend and counter cyber threats against law enforcement networks and critical technologies.
- Tom Fuentes, a frequent on-air contributor for CNN regarding U.S. and international law enforcement and national security matters, will open the second day of our conference. Mr. Fuentes served as Assistant Director of the FBI's Office of International Operations from 2004 until his retirement in November 2008. The Office of International Operations includes offices at FBI headquarters and 76 Legal Attaché offices in U.S. Embassies and Consulates worldwide. He also directed FBI personnel assigned to Interpol's Washington, D.C., United Nations, and General Secretariat offices in Lyon, France; as well as Europol's Headquarters at The Hague, Netherlands.
- Chief John Edwards of the Oak Creek, Wis., Police Department will do a case study/lessons learned session on the Sikh Temple Shooting. On August 5, 2012, 40-year-old Wade Michael Page fatally shot six people and wounded four others at a Sikh temple in Oak Creek. Page committed suicide after he was shot in the stomach by a responding police officer. Two Oak Creek officers received Congressional Badges of Bravery, one of the highest commendations available to law enforcement officers, for their response to the deadly rampage at the Sikh Temple.
- The Counterterrorism Center will do a presentation on radicalization and violent extremist recruitment designed to build awareness and understanding and to catalyze community efforts on prevention. This information can be used by law enforcement officers and others as a part of their own community efforts.
- We are planning a session on Cyberterrorism: An Emerging International Threat.



TRAVEL REQUEST: 2015 UTAH MUNICIPAL CLERKS ASSOCIATION ANNUAL CONFERENCE

PERSON: Sherrie Gordon

DATE: September 23-25, 2015

LOCATION: Logan, UT

REASON: Excellent training sessions, numerous networking opportunities, and required for Certified Municipal Clerk Certification

COSTS:	Conference Registration	\$170.00
	Transportation (mileage reimbursement \$0.560x389)	\$217.84
	Lodging (3 nights @ \$99 + tax)	\$328.48
	Meals:	
	9/22 Lunch (Travel to conference)	\$ 13.00
	Dinner	\$ 16.00
	9/23 Breakfast	\$ 10.00
	Dinner	\$ 16.00
	9/24 Breakfast	\$ 10.00
	9/25 Breakfast	<u>\$ 10.00</u>
	TOTAL:	\$791.32

City Council Approval: \_\_\_\_\_

Date

# Annual Conference Registration

Riverwoods Conference Center  
Logan City, Utah  
September 23-25, 2015



## Registration Form

(Please type or print clearly)

Price City 435-636-3183 sherrieg@priccutah.net  
City/Town/Business Phone E-mail address REQUIRED  
Sherric Gordon City Recorder 08-03-1950  
Delegate Name Position Birthday (xx/xx/xxxx) or University of Utah Student ID # - REQUIRED  
185 East Main, PO Box 893 Price UT 84501  
Address City Zip Code

I will be attending the banquet Thursday (please circle)  Yes No

Guest Name (This is for a spouse, family member, or guest who would like to attend the Banquet)

This will be my first time attending (please circle)  Yes No

### Registration Fees (Delegate registration fees include specified meals, all breaks, and Banquet.)

	UMCA MEMBER RECORDER/TOWN CLERK	NONMEMBER RECORDER/TOWN CLERK
REGISTRATION (on or before August 31, 2015)	\$195	\$295
WEDNESDAY ONLY Registration	\$120	\$175
THURSDAY ONLY Registration	\$100	\$150

### Extra Tickets (Available for nonregistered guests)

	Quantity	Total
Wednesday Lunch..... \$ 10.00	_____	_____
Thursday Lunch..... \$ 10.00	_____	_____
Thursday Banquet..... \$ 25.00	_____	_____
Friday Brunch..... \$ 11.00	_____	_____

### Totals

Registration Fee..... \$ + 195  
Extra Tickets - Total Amount..... \$ + \_\_\_\_\_  
First time attendee discount (\$25.00)..... \$ - 25  
Contribution to Scholarship Fund..... \$ + \_\_\_\_\_  
**Total Amount Due..... \$ 170**

### SCHOLARSHIPS

It is the policy of UMCA to provide scholarships to its members to participate in the UMCA Annual Conference as budget allows. The purpose is to increase the professionalism, skill level, and expertise of municipal clerks, recorders, and deputies. Further, UMCA wishes to assist by awarding financial aid to qualified applicants who, without assistance, would not be able to attend.

Upon approval, UMCA may provide a full tuition registration and/or lodging under the following rules:

- Applicant must be a duly appointed municipal clerk, recorder, or deputy.
- Applicant must have requested his/her municipality to underwrite part of the expense of attending the Conference. The applicant must have evidence in writing that the governing body or administration of the applicant's municipality has allocated funding (from available upon request).
- Applicant must be a full member of UMCA.

Scholarship requests must be received on or before August 31, 2015.

Make Checks Payable to: Utah Municipal Clerks Association  
c/o Kate Black, Alta Town Clerk  
P O Box 8016, Alta UT 84092-8016  
(801) 363-5105

**Cancellation Policy:** A refund of \$75 will be provided for cancellations made—in writing to Treasurer Kate Black—by September 14, 2015. No refund is provided for cancellations received after September 14.