

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



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City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
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 5:30 PM on 03/23/2016. 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. 2016 WATER AND WASTEWATER IMPROVEMENTS PROJECT BID RESULTS—
Consideration and possible approval of contractor based on official bid results and recommendations from staff.
- CONSENT AGENDA
6. MINUTES
 - a. March 9, 2016 City Council
7. PUBLIC DEFENDER CONTRACT - Consideration and possible approval of a Second Amendment to Price City Public Defender Contract of 2011.
8. USL MEMORANDUM OF AGREEMENT - Consideration and possible approval for the library to complete the USL MEMORANDUM OF AGREEMENT and accept the grant for \$7,500.
9. LIBRARY INTERNET POLICY - Consideration and possible approval of the Library Internet Policy.
10. UTAH STATE LIBRARY CAPITAL FACILITIES GRANT APPLICATION - Consideration and possible approval for the Price City Library to pursue grant opportunities through the Utah State Library Capital Facilities Grant Application.
11. ADOPT-A-STREET APPLICATION AND AGREEMENT - Consideration and possible approval for Sutherlands to adopt Highway 55 Pizza Hut area beginning March 2016 and ending March 2018.
12. BUSINESS LICENSES - Consideration and possible approval or a business license for Beauty for Ashes Nail & Hair Salon at 90 West 100 North, Suite 13 (Full service hair and nail salon.)
13. TRAVEL -
Miles Nelson, Public Works - ULCT Road School & Joint Highway Committee, April 19-22, 2016, St. George, UT.
14. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS
 - d. CULTURAL CONNECTION

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, 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.

Minutes of the Price City Council Meeting
City Hall
Price, Utah
March 9, 2016 at 5:30 p.m.

Present:

Councilmembers:

Kathy Hanna-Smith
Layne Miller
Terry Willis
Rick Davis
Wayne Clausing

Kevin Droic-Police Chief
Lisa Richens-Finance Director
Miles Nelson-Public Works Director
Nick Tatton-Community Director
Nick Sampinos-City Attorney
Bret Cammans-Customer Service
Sherrie Gordon-City Recorder

Excused Absence: Mayor Piccolo

Present: Rick Sherman and R. Chantz Richens

MOTION. Councilmember Hanna-Smith moved to appoint Councilmember Willis to serve as Mayor pro tempore in the absence of Mayor Piccolo. Motion seconded by Councilmember Miller and carried.

1. Mayor pro tempore Willis called the regular meeting to order at 5:30 p.m. She 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.

The Council discussed the conditions of Price City’s baseball fields. They requested additional and detailed cost information and facility or equipment upgrades that may improve the fields. A short discussion regarding the possible development of a user based fee schedule for fields use was held.

5. RESOLUTION NO. 2016-10 - Consideration and possible approval of Resolution No. 2016-10 adopting a revised job description for Victim Advocate. Ref Memo to Council dated 03-02-2016 (copy attached).

MOTION. Councilmember Hanna-Smith moved to approve Resolution No. 2016-10. Motion seconded by Councilmember Clausing and carried.

6. RESOLUTION NO. 2016-11 - Consideration and possible approval of Resolution No. 2016-11 Authorizing Disbursement of Funds From A Committed Fund Balance.

MOTION. Councilmember Davis moved to approve Resolution No. 2016-11. Motion seconded by Councilmember Miller and carried.

7. RESOLUTION NO. 2016-12 - Consideration and possible approval of Resolution No. 2016-12 approving Price City's Municipal Wastewater Planning Program Resolution for calendar year 2015 (see attached) .

MOTION. Councilmember Hanna-Smith moved to approve Resolution No. 2016-12. Motion seconded by Councilmember Clausing and carried.

CONSENT AGENDA – Councilmember Miller made a motion to strike Item 10 from the consent agenda as the MOU is still being negotiated between Price City and the Carbon School District. Motion seconded by Councilmember Davis and carried. Councilmember Hanna-Smith moved to approve consent agenda items 8

through 15 with the exception of Item 10. Motion seconded by Councilmember Clausing and carried.

8. MINUTES
 - a. February 24, 2016 City Council Special Workshop-Emery Telcom Fiber Installation Project Presentation
 - b. February 24, 2016 City Council Meeting
 - c. March 4, 2016 City Council Workshop
9. SUPPORT SERVICES AGREEMENT: SEVENTH DISTRICT JUVENILE COURT- Consideration and possible approval of a three year Property Maintenance Support Services Agreement with the Seventh District Juvenile Court to provide property maintenance assistance to Price City and work experience opportunities for the Juvenile Court Work Crew. Proposed agreement will replace an existing agreement which has expired. Monthly compensation expense is budgeted within the current Parks Department budget.
10. MEMORANDUM OF UNDERSTANDING: CARBON SCHOOL DISTRICT- Consideration and possible approval of a Memorandum of Understanding between Price City and Carbon School District for the use and maintenance of the property known as the "Girls Softball Field" which was recently acquired from Price City through a property transfer (see attached).

This item was struck from the agenda.

11. UTAH FOSTER CARE - Consideration and possible approval to place Utah Foster Care Foundation banners at the Peace Gardens for the month of May 2016 in celebration of National Foster Care Month.
12. PROCLAMATION - Consideration and possible approval of a proclamation for Arbor Day on April 29, 2016.
13. FIRE DEPARTMENT - Consideration and possible approval to hold the annual Carbon County Humane Society Green Eggs & Ham Breakfast fundraiser on Saturday, March 19, 2016 at the Price City Fire Station from 9-11 a.m.
14. BUSINESS LICENSES - Hailey Brook Mills-HBrookBrows at 790 N Cedar Hills Drive, Key Research Solutions at 1 East Main Street and Direct Business Lending, LLC at 375 South Carbon Avenue.
15. TRAVEL -
David Wilkinson, Police Department - CIT International Conference, April 24-28, 2016, Chicago, IL
Shari Madrid, Treasurer - Utah Association of Public Treasures Annual Conference, April 6-9, 2016, St. George, UT
16. COMMITTEES - Updates presented.
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS
 - d. CULTURE CONNECTION
 - e. INTERNATIONAL DAYS
17. UNFINISHED BUSINESS -
 - a. Recycling – The next meeting is scheduled for March 10, 2016 at 4:00 P.M

The regular City Council meeting was adjourned at 6:35 p.m. by Mayor pro tempore Willis, pursuant to a motion by Councilmember Davis.

APPROVED:

ATTEST:

Terry Willis, Mayor pro tempore

Sherrie Gordon, City Recorder

NICK SAMPINOS

Price City Attorney

190 North Carbon Avenue
Price, Utah 84501

Telephone: (435)637-9000
Facsimile: (435)637-2111
nsampinos@emerytelcom.net

VIA – EMAIL

February 18, 2016

TO: Mayor and Council

CC: Lisa Richens & John Daniels

RE: Public Defender Contract

Dear Mayor and Council Members:

As you know, I file criminal cases on behalf of Price City in the Carbon County Justice Court and in the Seventh District Court. In some of those cases the defendants are indigent and the Judges appoint a lawyer to represent them. In the interest of saving money, Price City decided several years ago to contract with a local attorney to provide legal services to indigent defendants. Price City entered into a contract with the previous law firm of Chiara and Torgerson for that purpose in March, 2011. During that process I prepared a summary of the cases in which legal counsel was appointed for indigent defendants during the fiscal years 2005/2006 through 2010/2011. A copy of that summary is attached for your quick reference.

The original Contract was amended in March, 2012, a copy of which is also attached. The monthly payment of \$1,500 was increased to \$2,250.

Since that time, things have changed. Sam Chiara became a District Court Judge and Don Torgerson became the public defender on Price City cases. Don has handled those cases since then. The case load, however, has significantly increased and the number of cases to which he is appointed has also increased. Attached herewith is a second summary that shows the number of cases filed by my office and also shows the number of those cases in which Mr. Torgerson has been appointed for the period of calendar years 2012 through 2015.

Additionally, it does not appear that criminal case filings will decrease. Thus far, through February 18, 2016, we will have filed 76 cases. In 63 of those cases the defendants have appeared before the Court and the majority of those defendants claimed indigency. Mr. Torgerson has been appointed on 46 of them (46 of the 63 cases = 73%). It is anticipated that in the 13 remaining cases out of the 76, the majority will also claim indigency.

The increase of criminal case filings is due to (a) increased drug use; (b) increased theft; and (c) a change in the law that reduced the severity of Third Degree Felony drug related charges to Class A Misdemeanors. That change in the law now requires my office to prosecute, as Class A or B Misdemeanors, cases that used to be filed by the County Attorney's Office as felony level cases. In turn, that increases not only my case load but the case load of the public defender. I don't know what the answer is with respect to reducing drug use and drug related crimes in our

community, but I do know that we need to address the case load issue; first with the public defender and then, if at all possible, with my office.

Regarding the public defender, the City continues to budget \$36,000 (\$3,000 per month) for this purpose. The City is currently paying Mr. Torgerson \$2,250 per month out of that budget. In 2013 I had intended to contact you to request an increase for the public defender contract to the \$2,500 per month level. That did not happen. That was about the time when Sam Chiara became a judge and Mr. Torgerson and I decided to wait awhile and see how his representation of indigents progressed. I think that both of us thought that perhaps the case load would diminish. Unfortunately, it has not diminished.

I propose that Price City consider an increase in the current public defender contract from \$2,250 per month to the budget maximum of \$3,000 per month. I think that this would help address the increased case load of the public defender.

I do know that Mr. Torgerson has applied for the vacant Juvenile Court Judgeship. That position will be filled sometime within the next 30 to 60 days. If Mr. Torgerson is successful in securing that job then we will be looking at hiring another public defender. Regardless of what happens, it is my opinion that an increase in the monthly contract amount is needed, not only to retain Mr. Torgerson's services but to hire an equally competent and efficient replacement, if needed.

Mr. Torgerson does an excellent job on the cases in which he is appointed. With the assistance of the Justice Court, Mr. Torgerson and I have been able to streamline the processing of our cases and things are working quite well in both courts, despite the increase in activity.

Based on the foregoing, and if you agree, I request that you authorize the additional amount per month effective April 1, 2016 to be paid to Mr. Torgerson. I have prepared a proposed Second Amendment to the Public Defender Contract for the signatures of the Mayor and City Recorder for your consideration. If acceptable to you, the recommended motion could be along the line as follows:

Motion to increase the monthly fee paid to the public defender from \$2,250 per month to \$3,000 per month and to authorize execution of the Second Amendment to the existing Public Defender Contract reflecting this increase by the Mayor and City Recorder.

I propose that this matter be placed on the Council agenda scheduled on March 9, 2016. Based on the information provided, and if you so desire, the item could be listed under the consent agenda. If you would prefer to identify this item separately on the agenda for discussion, I have no objection.

By all means, if any of you have any questions or concerns, please let me know.

Thanks.

Nick

PRICE CITY CRIMINAL CASES
 APPOINTED COUNSEL FEES SUMMARY
 Fiscal Years 2005/2006 through 2010/2011

Fiscal Year	No. of Criminal Cases Filed by City Attorney	No. of Invoices Received From Appointed Counsel	Indigent Cases as a % of Total Cases Filed	Original Amount Budgeted	Amount Paid by City to Various Defense Attorneys	Average Amount Per Case Paid by City
July 1, 2005 thru June 30, 2006	203	70	34.4%	\$9,000	\$9,438	\$134.82
July 1, 2006 thru June 30, 2007	241	23	9.5%	\$9,000	\$5,311	\$230.91
July 1, 2007 thru June 30, 2008	266	35	13.1%	\$9,000	\$4,972	\$145.02
July 1, 2008 thru June 30, 2009	260	25	9.6%	\$9,000	\$4,164	\$166.56
July 1, 2009 thru June 30, 2010	271	67	24.7%	\$9,000	\$18,580	\$277.31
July 1, 2010 thru June 30, 2011	226	51	22.5%	\$20,000	\$18,833	\$369.27
AVERAGES	244.5	45.16	18.9%		\$10,216.33	\$220.64

**AMENDMENT TO PRICE CITY PUBLIC DEFENDER CONTRACT
2011**

This Amendment is made and entered into by and between PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "Price City", and CHIARA & TORGERSON, PLLC, hereinafter referred to as "Attorney", of 453 East Main, #100, P.O. Box 955, Price, Utah 84501.

WHEREAS, the Price City Public Defender Contract 2011 ("Original Contract") was entered into by and between the parties as of November 7, 2011; and

WHEREAS, pursuant to the Original Contract, Attorney has been providing public defender services for indigent defendants who are charged in misdemeanor criminal cases filed by the Price City Attorney's Office; and

WHEREAS, pursuant to the Original Contract, Price City has paid Attorney for services rendered during the months of November and December, 2011 and January and February, 2012 in the sum of \$1,500.00 per month; and

WHEREAS, the parties have determined that an increase in the monthly fee paid to Attorney is necessary as a result of an unanticipated larger number of cases upon which Attorney has been appointed; and

WHEREAS, Price City has determined that an increase in the monthly fee paid to Attorney from \$1,500.00 per month to \$2,250.00 per month is necessary and justified;

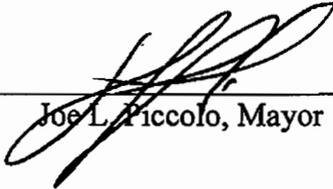
NOW, THEREFORE, the parties hereto agree as follows:

1. That commencing with the payment due to Attorney for March, 2012, and continuing thereafter, Price City shall remit payment to Attorney in the amount of \$2,250.00 per month.
2. The parties shall continue to monitor and review the number of cases upon which Attorney is appointed to ensure that public defender services are provided in an efficient and cost effective manner.

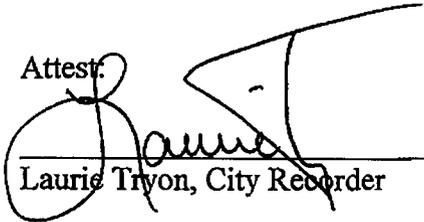
IN WITNESS WHEREOF, the parties have executed this Amendment to Original Contract on this 14th day of March, 2012 in duplicate original form.

PRICE CITY, a Municipal Corporation

By: _____

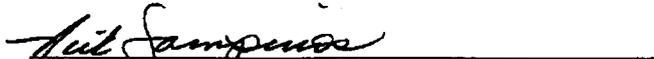

Joe L. Piccolo, Mayor

Attest:


Laurie Tryon, City Recorder



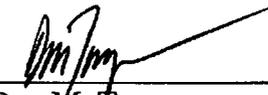
Approved as to Form:


Nick Sampinos, Price City Attorney

ATTORNEY:

CHIARA & TORGERSON, PLLC

By: 
Samuel P. Chiara

By: 
Don M. Torgerson

PRICE CITY CRIMINAL CASES
PUBLIC DEFENDER APPOINTMENT SUMMARY
Calendar Years 2012 through 2015

	No. of Criminal Cases Filed by City Attorney	No. of Cases Public Defender Appointed	% of Total Cases Filed in which Public Defender Appointed
2012	265	143	54%
2013	264	135	60%
2014	349	123	35%
2015	363	258	71%

Note: 1/01/16 – 2/18/16:

- City Attorney has filed 76 criminal cases.
- 13 of those 76 defendants have not yet appeared before the Courts and we do not know at this time how many will qualify for appointed counsel.
- Out of the remaining 63 cases in which defendants have made an appearance, 46 have qualified for appointed counsel and Don was appointed.
- 46 of 63 cases = 73% public defender appointments.
- There are an additional 41 cases that are ready to be filed and will be by month's end. Of those, Don has already been appointed in 19 cases and the appointments will likely increase as the defendants appear in Court.

**SECOND AMENDMENT TO PRICE CITY
PUBLIC DEFENDER CONTRACT OF 2011**

This Amendment is made and entered into by and between PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "Price City", and TORGERSON LAW OFFICES, P.C., hereinafter referred to as "Attorney", of 453 East Main, #100, P.O. Box 955, Price, Utah 84501.

WHEREAS, the Price City Public Defender Contract 2011 ("Original Contract") was entered into by and between the parties as of November 7, 2011; and

WHEREAS, an Amendment to the Price City Public Defender Contract 2011 ("Amended Contract") was entered into by and between the parties on March 14, 2012; and

WHEREAS, pursuant to the Original Contract and the subsequent Amended Contract, Attorney has been providing public defender services for indigent defendants who are charged in misdemeanor criminal cases filed by the Price City Attorney's Office; and

WHEREAS, pursuant to the Amended Contract, Price City has paid Attorney for services rendered during the period of March, 2012 through March, 2016 in the sum of \$2,250.00 per month; and

WHEREAS, the parties have determined that an increase in the monthly fee paid to Attorney is necessary as a result of an unanticipated larger number of cases upon which Attorney continues to be appointed; and

WHEREAS, Price City has determined that an increase in the monthly fee paid to Attorney from \$2,250.00 per month to \$3,000.00 per month is necessary and justified;

NOW, THEREFORE, the parties hereto agree as follows:

1. That commencing with the payment due to Attorney for April, 2016, and continuing thereafter, Price City shall remit payment to Attorney in the amount of \$3,000.00 per month.
2. The parties shall continue to monitor and review the number of cases upon which Attorney is appointed to ensure that public defender services are provided in an efficient and cost effective manner.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Price City Public Defender Contract of 2011 on this _____ day of _____, 2016 in duplicate original form.

PRICE CITY, a Municipal Corporation

By: _____
Joe L. Piccolo, Mayor

Attest:

Sherrie Gordon, City Recorder

Approved as to form:

Nick Sampinos, Price City Attorney

ATTORNEY:

TORGERSON LAW OFFICES, P.C.

By: _____
Don M. Torgerson



USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as "USL", and Price City Library, herein referred to as "LIBRARY".

Price City Library
159 E Main
Price UT 84501

Vendor # 284911

Contact Person: Norma Rae Procarione
Email: normap@priceutah.net

Phone Number: 435-636-3188

I. PURPOSE OF AGREEMENT:

This Agreement provides Community Library Enhancement Funds (CLEF) for the development of local public library services.

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY signatures by 03/24/16.** Contact Julie Anderson, USL Contracts/Grants Analyst at juanderson@utah.gov prior to this date if an extension is requested.
2. The effective dates of Agreement shall be from 07/01/2015 through 06/30/2016, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to LIBRARY by USL for the performance of activities outlined in this Agreement shall not exceed \$ 7,500.00.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Kari May, kmay@utah.gov, 801-715-6776

LIBRARY Contact: Norma Rae Procarione, normap@priceutah.net, 435-636-3188

II. SCOPE OF WORK:

1. In fulfilling its responsibilities hereunder LIBRARY shall:
 - (a) Comply with the standards for elements of public library service as specified in *Standards for Utah Public Libraries* in effect as of January 1, 2016.
 - i. **LOCAL GOVERNMENT SUPPORT:** In order to continue to receive CLEF funds in the future, at least 65% of the library's total operating revenues must come from jurisdictional tax revenues in order for the jurisdiction to be eligible for CLEF. (*Standards for Utah's Public Libraries*, Standard #9)

Page 2
Agreement between USL and Price City Library

- (b) Expend CLEF funds only for the following purposes:
 - 1- **Collection Development** (for example: children’s materials, digital media materials, online resources, materials in another language, special new collections, enhanced current collections).
 - 2- **Technology That Directly Affects the Public** (for example: public access computing, library catalogs, online resources, technology training, Wi-Fi, other technology that can be used by patrons).
 - 3- **Community Outreach** (for example: services outside of the library for seniors, teens, migrants, head start programs, small business owners, or those who don’t use the library).

CLEF funds shall not be used as match for Federal LSTA grants and shall not replace local funding.

c) Expend the total CLEF funds shown below in accordance with the provisions of this Agreement by June 30, 2016, and complete and submit the COMMUNITY LIBRARY ENHANCEMENT FUND Report to USL by September 1, 2016. This report should be submitted online and is found at *library.utah.gov/clef*.

The CLEF Fund Report for the previous State fiscal year must be submitted to the State Library before funds will be provided under the current Agreement. LIBRARY also agrees to make library financial records available for audit or inspection, if requested.

2. AGREEMENT AMOUNTS and SCHEDULE OF PAYMENT:

The USL shall pay LIBRARY as follows: \$ 7,500.00

The aforementioned amount is payable once the Agreement is received by USL with all signatures. One completed copy of the Agreement will be returned to the LIBRARY.

ATTACHMENTS: None.

In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY DIVISION

Donna Jones Morris, State Librarian/Division Director

Date

PRICE CITY LIBRARY

Manager, Mayor, or County Council/Commission Rep

Date

Library Board Chair

Date

Library Director

Date

Clerk/Auditor

Date

Price City Library Library's Internet and Online Access Policy

Public access to the Internet and online services has become an integral part of the Price City Library's programs and services. The intent of this policy is to meet the provisions of Sections 9-7-213, 9-7-215, and 9-7-216, Utah Code Annotated, 1953 as amended (UCA), and Utah Administrative Rule R223-2, as well as provide guidelines for patrons and staff regarding Internet accessible and online computer use.

Developed under the direction of the Library Board of the Price City Library, this Internet and Online Access Policy was discussed and adopted during an open meeting of the Library Board on May 14, 2013. This policy supersedes all previous Internet and Online Access Policy statements of the Price City Library and is effective on July 1, 2013.

As a matter of policy, the Price City Library will abide by all laws governing or regulating Internet use as such legislation relates to library policy or service.

This Policy document will be reviewed by the Price City Library Board at least every three years, and a copy of the new policy will be sent to the Utah State Library Division as required by Administrative Rule R223-2.

Legal requirements:

The Price City Library's Internet Access Policy complies with Section 9-7-215, UCA, Internet and online access policy required, and Section 9-7-216, UCA, Process and content standards for policy, as well as reporting procedures established by Utah Administrative Rule R223-2.

The Price City Library has in place a policy of Internet safety for minors, including the operation of a technology protection measure, hereafter called "filtering software," on any publicly accessible computer with Internet access that makes significant efforts to protect against access to visual depictions that are pornography, materials harmful to minors, or obscene (as defined by state and federal legislation). The filtering software will be enforced to provide Internet safety during any use of a computer by all users. *(NOTE: Filtering software relies on such things as black lists and keywords to filter sites. We have implemented significant measures to filter inappropriate content but we cannot guarantee that all inappropriate sites will be blocked. Inappropriate sites recognized internally will be blocked when discovered.*

The Price City Library has in place a policy of Internet safety, including the operation of a technology protection measure on any publicly accessible computer with Internet access that protects against access to visual depictions that are pornography or obscene. The filtering software will be enforced to provide Internet safety during any use of a computer.

Library policy restricts access to Internet sites that contain visual depictions that are pornography, harmful to minors or obscene, and may also limit Internet access or otherwise protect against materials other than the materials specified by Utah law. Filtering software will provide Internet safety for all library computers connected to the Internet. However, an authorized library representative may disable a technology protection measure at the request of an adult patron to enable Internet access for research or other lawful purposes.

The Library Board has approved the use of Microsoft security software to restrict access to illegal websites.

The Library Board has disapproved the use of public access Internet computers for gambling, commercial activities, and any illegal purposes in an effort to protect patrons the library and Price City against materials other than the materials specified in Utah law.

Implementation requirements:

A notice of the availability of this Policy will be posted in a conspicuous place within the library for all patrons to observe.

The Library Board has established procedures and guidelines to handle complaints about this policy, enforcement of this policy by library staff, and what a patron should do if they observe inappropriate behavior by another library patron. A copy of those policies, procedures and guidelines are attached and made a part hereof. A notice of the availability of these procedures for public review will be posted, as well as the policies made readily available to all staff members. These procedures and guidelines will be adhered to by library staff to enforce the requirements of **Sections 9-7-215 and 9-7-216 UCA.**

Library Board Chairperson

Library Director

Footnote: The effective date of this policy is May, 2001

Reviewed:	May 18, 2004
Reviewed:	May 15, 2007
Reviewed	May 18, 2010
Reviewed	May 14, 2013
Reviewed	May

Procedure for staff when addressing users violating above guidelines

The Librarian will maintain a professional atmosphere. A staff member who observes a person viewing inappropriate materials (obscene), or who is in violation of this policy, will direct the user to remove the materials from the computer screen. The patron will be asked to refrain from viewing such materials, or violating this policy in the future. If the user refuses to comply with the Librarian's request, law enforcement officials will be called to enforce compliance.

- Violators are will be given one (1) warning.
- First time offenders will be informed about the rules and told to discontinue the offensive behavior.
- At the time of the second offense, patrons will be asked to exit the site and will be restricted from computer use for the remainder of the day or/and the police will be notified.
- Repeat offenders will be restricted from use of the machines until they meet with the Library Board. During an executive session, the Price City Library Board will render a ruling. For purposes of these guidelines, a repeat offender is defined as anyone having committed three (3) prior offenses.
- This policy will be reviewed every three (3) years.

Policy reviewed and updated by the Price City Library Board on May 14, 2013.

Internet use guidelines

The following specific guidelines are in effect regarding Internet access:

1. Patrons (adults and minors) are restricted from access to sites that contain visual depictions of materials deemed obscene or pornography, or to any materials deemed harmful to minors.
2. Internet computers will not be used for illegal activities.
3. Installation, downloading or modification of software is prohibited.
4. Patrons are limited to two (2) hours per day in 30 minute increments of Internet use, unless additional time is authorized by Library Staff.
5. Patrons will purchase paper from the Librarian at 10 cents per sheet. Patrons are not allowed to bring in paper for printing purposes.
6. By mutual agreement, two people may share one machine so long as their behavior or conversations do not disturb staff or other library users.
7. Patrons are discouraged from entering chat rooms.
8. Patrons are not allowed to check bulletin boards or any two-way communications.

9. Patrons are allowed to play games.
10. When asked by a Librarian to end a session, patrons are expected to do so immediately without question.
11. Repeated violation of the above rules will result in a three (3) day suspension of computer access. Continuous offenders will be restricted from use of the machines until they meet with the Library Board. The Library Board will render a ruling concerning further use of the computers by the repeat offenders.

POLICY FOR CHALLENGED MATERIALS

Policy: The Library is interested in the community's concerns, especially in regards to library services. If a patron has some questions or concerns pertaining to library materials including media sources they should express their questions or concerns to the librarian.

Procedure for staff:

1. After hearing the patron's concern, the staff should supply the patron with a "Challenge Form". The patron is encouraged to fill the form out at this time but the form can be taken home and returned.
2. The patron will be informed that all complaints need to be submitted in writing.
3. Complaints will be reviewed at the next scheduled Board Meeting.
4. Patrons may appear to present their position at the Board Meeting but the librarian must be informed 10 days prior for scheduling on the agenda.
5. Patrons will be informed of the Board's decision.
6. The Board will take no longer than 90 days to render a decision.

Capital Facilities Grant

Administrative Rule R458-3

- [HB236 Capital Facilities Grant](#)

Rule R458-3. Capital Funds Request Prioritization.

R458-3-1. Purpose.

The purpose of this rule is to establish the procedure regarding annual capital grant request prioritization by the State Library in the Division of Utah State Library within the Department of Heritage and Arts.

R458-3-2. Authority.

The division may make, amend, or repeal rules for the conduct of its business in governing the division in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

R458-3-3. Application Submission and Review.

(1) The Board of the State Library shall accept applications for capital facilities grant prioritization through June 1 of each year.

(2) All applications must be submitted electronically via the Department of Heritage and Arts (DHA) and its division web portals. Before July 1, Division staff will be allowed to re-direct applications if it is determined the applicant would be better served if another DHA board reviewed the request. Applicants will be notified within five working days by the division if the division redirects the application to another division. Incomplete applications will not be considered by the board. By definition, capital facilities grants shall include new construction, preservation, restoration, and renovation.

(3) Prioritization will be based on the following criteria:

- Goals of application
- Public benefit of project
- Strategic value of partnerships

(4) The Board shall submit its final prioritized list to DHA Administration at least three working days prior to September 30 of each year. Each board shall prepare a list of the requested capital facilities grants in a prioritized order and include a written explanation of the total grant amount requested and the basis for prioritization of requested grants on the list.

(5) DHA Administration will submit the Board's prioritized lists to the DHA-assigned budget analyst in the Governor's Office of Planning and Budget and the DHA-assigned analyst in the Legislative Fiscal Analyst's Office by September 30 of each year. The Governor's Office of Planning and Budget will forward the prioritized lists to the Governor. The Legislative Fiscal Analyst's Office will forward the prioritized lists to the appropriate members of the Legislature's Appropriations Subcommittee and leadership.

Grant Deadline & Application:

Department of Heritage and Arts Capital Development Grant applications will be accepted by the Utah State Library Division not later than June 1 of each year.

Capital Facilities Grant Application

Section 1: General Application Information

ORGANIZATION ENTER TEXT HERE

FEDERAL ID # ENTER TEXT HERE

PROJECT CONTACT (Name and Title) ENTER TEXT HERE

ADDRESS ENTER TEXT HERE

CITY ENTER TEXT HERE

ZIP ENTER TEXT HERE

PHONE ENTER TEXT HERE

FAX ENTER TEXT HERE

EMAIL ENTER TEXT HERE

PROJECT START DATE ENTER TEXT HERE

PROJECT END DATE ENTER TEXT HERE

PROJECT TITLE (In less than ten words)

ENTER TEXT HERE

MAIN GOALS (State your goals in one or two sentences)

ENTER TEXT HERE

FUNDING SOURCES (From complete detailed budget page)

Grant Request

\$ ENTER NUMBER HERE

Other Funding Sources (Grants, private donations, public funds)

\$ ENTER NUMBER HERE

TOTAL BUDGET

\$ ENTER NUMBER HERE

NAME OF EXECUTIVE OFFICER & TITLE (Please print or type)

ENTER TEXT HERE

SIGNATURE & DATE

ENTER TEXT HERE

Section 2: Proposed Scope of Work (attach additional sheets as needed)

PROJECT DESCRIPTION AND EXPECTED RESULTS

Each application should state clearly what is proposed, why it is to be undertaken, what the expected results will be, and what the public benefit will be.

ENTER TEXT HERE

PARTNERSHIPS

Please list community supporters, funding agents, sponsorships, strategic alliances; applicants may attach up to five Letters of Support.

ENTER TEXT HERE

PLAN OF WORK

Outline your plan of work; include what steps are planned with specific dates and activities. Include beginning date, completion date, and source of operation and maintenance funding.

ENTER TEXT HERE

Section 3: Project Budget				
PROJECT EXPENDITURE OF CASH OR THE VALUE OF IN-KIND SERVICES	Grant Funds	Cash Match	In-Kind Match	Total
Materials and equipment (itemize)				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Capital improvements (itemize)				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Supplies				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Personnel (labor, volunteer, contracted, professional and technical service)				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Other expenses				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

FUNDING SOURCES (From complete detailed budget page)

Grant Request

\$ ENTER NUMBER HERE

Other Funding Sources (Grants, private donations, public funds)

\$ ENTER NUMBER HERE

TOTAL BUDGET

\$ ENTER NUMBER HERE

RECOMMENDED ATTACHMENTS

- Organizational Chart
 - List of Board of Directors/Advisory Board
 - Statement of Organization's Financial Solvency
 - Detailed Cost Estimates for Project
 - Architectural Renderings
 - ADA Access Plan
 - Long-term Operation and Maintenance Plan
-

SUBMISSION DEADLINE

The completed application form with all pertinent attachments
MUST be submitted to:

**Utah State Library Division
ATTN: Grants Coordinator
250 N 1950 W, Suite A
Salt Lake City, UT 84116**

No later than **11:59 PM on June 1, 2016** to be eligible for funding
consideration.

*For questions regarding the Capital Facilities Grant Application please contact the Grants Coordinator
at the State Library 801-715-6777 or 1-800-662-9150*



ADOPT-A-STREET APPLICATION AND AGREEMENT

Price City, hereinafter called the "City," and SWITZERLANDS, hereinafter called the "Group", recognize the need and desirability of litter-free streets and public areas and are entering into this Agreement to permit the Group to contribute towards the effort of maintaining a litter-free community.

By signature below, the Group acknowledges the hazardous nature of the work and agrees to assume full responsibility in the event of an accident or other incident involving death or injury to a member of the Group or others, or property damage caused as a result of negligence or intentional conduct on the part of any member or members of the Group. The Group further agrees to the following provisions:

- Participants shall be at least 11 years old. When participants are 15 years of age or younger, the Group shall furnish adequate supervision at the ratio of one adult for every five children.
- Each Group will be acting as authorized volunteer workers for Price City and will be given safety instructions by the MANAGER, or his/her designee, which will include the following:
 - A. Volunteers must stay off the traveled area of the roadway;
 - B. If traveled area is to be crossed, it must be done by the group together, with proper flagging and supervision;
 - C. Volunteers shall not cross traveled areas of Interstate Freeways. Changing sides will be accomplished by traveling to the next exit and returning to the other side of the road;
 - D. Litter pick up will be done only during daylight hours; and
 - E. This Agreement serves as a safety notice for participants of the group before participating in a roadside clean up. Prior to each drive the group will furnish a list of participants to EMPLOYEES OF SWITZERLANDS.

- Groups shall adopt a section of roadway that is a minimum of two blocks in length.
- Groups shall be required to adopt for a minimum of a one to two year period.
- The Group shall pick up litter a minimum of three times a year, preferably during the spring, summer and fall seasons during daylight hours. One of these times may be designated by the City with thirty days notice to the Group.
- The Group will be responsible for required supplies and materials for the clean-up project, in addition to providing each participant of the group with durable gloves which are required to be worn at all times, and other safety related equipment (i.e., safety glasses and so on). See Attached Safety Tip Sheet.
- The Group shall place filled trash bags at the edge of the shoulder of the adopted street, as they become full, for pick up and disposal by the City Street Department the next work day. Bags are to be tied. Torn bags are to be placed inside another bag and tied.
- Unused materials and supplies furnished by the City Street Department shall be returned to the Street Department within one week following clean up.

The City agrees to accomplish the following:

- Erect a sign at the adopted area with the Group's name or acronym displayed.
- Provide orange vests and trash bags.
- Remove the filled trash bags the first workday after pick-up.
- Coordinate publicity efforts with the Group to solicit local media coverage.
- Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items.

If in the sole judgment of the City, it is determined that the adopting group is not meeting the terms and conditions of this agreement, upon 30 days notice the City may terminate the adoption agreement and remove the signs.

The City recognizes the Group as the adopting organization for the sections of street described as Hwy - 55 - Pizza Hut Area and the Group accepts the responsibility of picking up litter in this area and promoting a litter-free environment within Price City for a period beginning March, 2014, and ending March, 2018 (minimum of one year).

We certify that we have read, understood and will abide by all of the forgoing provisions of this agreement.

SUTHERLANDS
Name of Group

[Signature]
Group Representative (signature)

MARCH 7-2016
Date

Wayne Clausner
Group Representative (print)

406 SOUTH Hwy 55
Mailing Address

Price UT 84501
City State Zip

613-1512 650-1893
Telephone (day) Telephone (evening)

Authorized by Mayor of Price City

Date

ATTEST: _____
City Recorder

Application for Adopt-A-Street is made by filling out and signing the above agreement. Original agreements will be filed with the Price City Recorder's Office.

Account No: 3199
Business Activity: 8121
Fee: \$100 PD 03-07-16
CC 03/23/2016



BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY.

Renewal (check and show changes only on form below)

Business Status: <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>Beauty for Ashes Nail & Hair Salon</u>		
If Name Change, list previous name:		
Business Address: <u>90 W. 100 N. Suite 13</u>		Suite/Apt. No.: <u>13</u>
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>