

**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  
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 09/28/2016. 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. EASTERN UTAH TOURISM & HISTORY ASSOCIATION - Update on re-opening in new location, tour schedule and consideration and possible approval to conduct two tours in the Price City Cemetery.
6. CAL RIPKEN BASEBALL TOURNAMENT - Presentation and request for \$3,000 sponsorship.
7. UTAH DIVISION OF WATER RESOURCES APPROPRIATION AGREEMENT – Consideration and possible approval of legislative appropriation of \$500,000 for the Lower Elevation Reservoir Project. City will be reimbursed for actual costs incurred. Agreement is retroactive to July 1, 2016 and expires June 30, 2017.
8. TEMPORARY WATER USE AGREEMENT – Consideration and possible approval of agreement with Rocky Mountain Power for temporary use of Colton Well #1 and #2 starting October 1, 2016 on an as needed basis as a means to supplement the City's drinking water supply as well as to provide drinking water to PRWID during the construction period at Scofield Dam.

### PLANNING AND ZONING COMMISSION

9. Conditional Use Permit
  - a. SITE PLAN AMENDMENT - Consideration and possible approval of a site plan amendment to locate the 7th District Judicial Court building at 120 East Main Street within the Commercial 1 zoning district, Seth Oveson, Carbon County.
  - b. BUSINESS OCCUPANCY - Consideration and possible approval of a business occupancy conditional use permit for America Supports One, LLC., to locate an day programming administration business for disabled adults at 214 E 100 N within the Commercial 1 zoning district, Sarah Norton.
  - c. SODA DRIVE UP BUSINESS - Consideration and possible approval of a soda drive up business called Sodalicious, located at 97 E 100 N within the Commercial 1 zoning district, Chad Carlson.

### CONSENT AGENDA

10. MINUTES
  - a. September 2, 2015 City Council Workshop
  - b. September 7, 2016 City Council Meeting
11. HIRING ROSTER - Consideration and possible approval to establish a hiring roster from which to fill

- police officer vacancies in the next twelve months. The roster will consist of the preferred subset of candidates interviewed on September 01, 2016.
12. LOWER ELEVATION RESERVOIR STUDY (9C-2015) – Consideration and possible approval of Assignment Order with Jones and DeMille Engineering for continuation of services on Lower Elevation Reservoir Phase III in the amount of \$253,000. Services will be performed by December 30, 2016.
  13. 2016 WATER AND WASTEWATER IMPROVEMENTS PROJECT—Consideration and possible approval of final payment to Terry Brotherson Excavating of \$55,025.08 for their work on 400 North and 400 South. Total project contract amount: \$1,094,988.28 (Budgeted).
  14. BUILDING INSPECTION AGREEMENT - Consideration and possible approval of an Agreement for Building Inspection Services to be Completed During the Construction of the 7th Judicial District Courthouse Located at 120 East Main Street, Price, Utah.
  15. PRICE CITY LIBRARY - Consideration and possible approval to continue the After School Meal Program in conjunction with the Utah Food Bank.
  16. DEPARTMENT OF HUMAN SERVICES - Consideration and possible approval to place crosses at the Peace Garden during the month of October in remembrance of individuals who have died as a result of domestic violence.
  17. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Love Fit Studio, LLC at 26 South Carbon Avenue and American Supports One, LLC at 214 E 100 N.
  18. TRAVEL REQUESTS - Brandon Rigby, Police Department - Emergency Vehicle Operations, September 12-16, 2016, (Plus one day the following week), Salt Lake City, UT,  
Andrew Olson, Police Department - Defensive Tactics Instructor Part 2, November 14-18, 2016, Salt Lake City, UT,  
Kevin Drolc, Police Department - Chief's of Police Mid-Winter Meeting, November 1, 2016, Layton, UT,  
Paul Bedont, Fire Department - Fire/Hazmat Training, October 2-6, 2016, Reno, NV  
Russell Seeley, Engineering - APWA Fall Conference, October 11-12, 2016, Sandy, UT  
Miles Nelson, Public Works - Joint Highway Committee Meetings, September 29-30, 2016, Logan, UT
  19. COMMITTEES
    - a. Community Progress
    - b. Culture Connection
    - c. Emergency Planning
    - d. International Days
    - e. Water Resources
  20. 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.

September 12, 2016

Mayor Piccolo and Price City Council:

The Eastern Utah Tourism and History Association would like to address you at the September 28, 2016 Price City Council meeting.

We would like to:

1. Update you on our upcoming tour schedule within Price City.
2. Ask for permission to conduct two tours in the Price City Cemetery as we have done in previous years.
3. Give you an update on our reopening in our new location.

Thank you for your time and attention.

Sincerely,



SueAnn Martell, Co-Director  
Eastern Utah Tourism & History Association  
96 North Carbon Avenue  
PO Box 592  
Price, Utah 845001-0592

435 630-3699

[www.eutha.org](http://www.eutha.org)

Follow us on Facebook @ Eastern Utah Tourism and History Association



Sherrie Gordon &lt;sherrieg@priceutah.net&gt;

---

**9/28 city council meeting**

1 message

---

**Jill Emerson** <jill.emerson4636@gmail.com>

Thu, Sep 15, 2016 at 3:35 PM

To: shemieg@priceutah.net, Jeff Pero &lt;Jeff.pero@zionsbank.com&gt;, Matt Tallerico &lt;Tallericomatt07@gmail.com&gt;

Information from Carbon Cal Ripken Baseball for the City Council meeting:

Carbon Cal Ripken is the Price League that is made up with kids from Price, Helper, and Wellington. We have around 30+ teams our age groups start at 5-12 years old and only play in the Price or surrounding areas. We are not any traveling team or Babe Ruth team they are their own identities.

Cal Ripken is a League we pay into from the State. Price is considered as part of the Southern region for Utah. We pay to be part of their organization so we are covered with Insurance, tournaments, rules that we have to follow from the Cal Ripken Organization. It's not what just us as parents want, many things are set for us to follow.

We as a League are asking for \$3000.00 from Price City so that we can host 2017 State tournament here in Carbon County. Jeff Pero and I Jill Emerson

met before you as a city council in July and asked for \$5000.00 to get this tournament here since that is what we have to Pay to Cal Ripken organization.

In that time we did secure \$2000.00 plus the fairgrounds fields from the county since we will be having many games up there as well. So that is why we are asking for \$3000.00 today. The money goes towards certified umpires that the organization brings to town, covered insurance, baseballs for the whole week, and travel expense. The State tournament consists of several teams throughout the Southern Region of Utah. This last year Beaver Utah had 67 teams come into their area to play that are guaranteed teams since this is an organization as a whole, not any traveling team or parent putting it together.

Bringing this tournament would be a huge impact for the city with parents staying in motels or campgrounds, dining at our restaurants, shopping at our local businesses. So all in all I believe the \$3000 that has to be paid will pay for it self ten fold.

We would need the money by the first of November so that we as Cal Ripken League can sign the contract with the Organization give them the check and get started planning for the tournament which will be in July of 2017. We do not get to choose the dates, it is set in stone with the Cal Ripken Organization which always falls the first week of July. The town of Beaver revenued between \$350,000-500,000 for the week of the tournament. I will attach the contract that Beaver had between Cal Ripken Organization and the town of Beaver Utah so you will be able to see what is in store for us as Price City.

This tournament is not a money maker. We as a league (Price City) will not charge other teams to play, fees directly go to the Cal Ripken Organization, not us as a league so we as Price, Ut. are not making any money from it. We will sell concessions and t-shirts but that is the extent of it.

Grant us this money and you won't be disappointed in having this State Tournament here in Price Ut. It won't be back for a while since they are starting to offer it to all towns in the Southern Region. So let us show you what the hype is all about.

Thanks for your time and cooperation,

Jill Emerson

650-4636

**Utah South Agreement 2016.docx**

16K

**AGREEMENT**  
**Utah South State Babe Ruth / Cal Ripken Baseball**  
**Of**  
**Babe Ruth League, Inc.**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201, by and between Beaver, Babe Ruth/Cal Ripken League, herein after referred to as the "First Party", having its principal place of business in the following locations; Communities of Beaver County, State of Utah and UTAH STATE BABE RUTH LEAGUES Inc, a branch of BABE RUTH LEAGUE, INC. a corporation duly organized and existing under and by virtue of the laws of the state of Utah, hereinafter referred to as the "Second Party", having its principle place of business in Salt Lake City, Utah P.O. Box 65883, Salt Lake City, UT 84165

WHEREIN, IT IS MUTUALLY AGREED, as follows:

1. The second Party hereby designates Beaver Babe Ruth/Cal Ripken League, of Beaver, UT., Beaver County as the host league for the UTAH STATE BABE RUTH LEAGUES, INC. Utah South State Cal Ripken State Tournament for the year 2016.
2. The First Party agrees, at its own expense, to make arrangements that the UTAH STATE BABE RUTH LEAGUES, INC. Utah South State Cal Ripken State Tournament for the year 2016 will be played at designated baseball fields within Beaver County in the State of UT from\_ (June 27)\_ 2016 to the termination of play. The Second Party shall cause the teams, managers, and coaches to be present in Beaver County for said tournaments.
3. The First Party shall be responsible for all financial obligations, with the exception of those terms which are specifically enumerated in the paragraph below, which specify the responsibility of the Second Party.
4. Payments Totaling Five Thousand Five Hundred Dollars (\$5000) must be paid to the Second Party per the following schedule. Two Thousand Seven Hundred Dollars (\$2500) (non refundable) at contract signing; Two Thousand Seven Hundred Dollars (\$2500) by June 1, 2016.  
**All checks are to be made out to: Utah State Babe Ruth Leagues.**
4. At least one complimentary sleeping room as needed for out of area umpires and State commissioner (Maximum of 5 for umpires) Plus one sleeping room for State Commissioner. (Total 1). will be provided by the First Party to second party in a local motel.
5. The First Party agrees to use the official Cal Ripken/ Babe Ruth Tournament Baseball manufactured by Rawlings (CBRO) (RBRO)  
**Tournament Baseballs will be provided by Second Party.**

6. **The Second Party has final authority and responsibility which shall be reasonably exercised on all scheduling and rescheduling of State Tournament games, based on the recommendations of the First Party to the best interest of the State Tournaments**
  
7. The First Party will provide Four (4) Certified Umpires Per Tournament age and/or division. The Second Party will pay each Certified Umpire Thirty Dollars (\$30) for each game they work.  
Non-Certified umpires will be paid according to pay schedule found on Umpire Reimbursement pay sheet.  
Note: Housing will be provided for Umpires traveling out side of The respective area (1 room per age division; refer to paragraph 4)  
**The First Party will provide adequate dressing facilities for umpires, approved by State Commissioner.**
  
8. The First Party assumes the responsibility and liability for active local promotion of all aspects of the State Tournaments, including photographs, satisfactory ball fields, and souvenirs. The First Party must have permission from the Second Party for the use of the BABE RUTH LEAGUE, INC. emblems, logo, and registered trademarks. **The Second Party has final authority and responsibility on all major decisions, which shall be based upon recommendations of the First Party to the best interest of the State Tournaments.**
  
9. The Parties agree that all memoranda relating to the conduct of this State Tournament and agreed to by the parties involved, shall become part of this contract: said memoranda to become binding only when signed by the Utah South State Commissioner of Babe Ruth League, INC. or his designee and the President, District Commissioner of the First Party.
  
10. The First Party is entitled to exclusive right to exercise an option on publishing a Babe Ruth State Tournament program book, with all proceed to remain with First Party.
  
11. The First Party is entitled to exclusive concessions stand rights, advertising, and souvenirs, and is specifically entitled to all income derived from said concessions, advertising and souvenirs.
  
12. The First Party agrees that parking and entry into State Tournament games will be made free to the public.
  
13. Do host leagues carry Babe Ruth Insurance? (K&K) **Yes or No**

If No please provide copy of insurance stating coverage for State staff attending tournament (Umpires, Commissioners, etc.)

14. The First Party will submit a financial statement of the Utah South State Tournament to the Utah South State Commissioner of Babe Ruth INC. within sixty (60) days after completion of said tournaments.
15. This agreement shall be interpreted according to the laws of the State of Utah. In witness whereof, the parties hereto caused these present to be executed by their duly authorized officers the day and year below written.
16. Communities that host a division of Babe Ruth / Cal Ripken State Tournament must enter a chartered team, of the age division being hosted.

UTAH SOUTH a Division of UTAH STATE BABE RUTH LEAGUES, INC.

By \_\_\_\_\_ Date \_\_\_\_\_  
Utah South State Commissioner

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_



GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
*Executive Director*

**Division of Water Resources**

ERIC L. MILLIS  
*Division Director*

September 8, 2016

Russell Seeley, P.E., City Engineer  
Price City  
432 West 600 South  
PO Box 893  
Price, UT 84501

Mr. Seeley:

Enclosed is the contract with the Division of Water Resources to provide funds for the completion of the Lower Elevation Reservoir Project. Please have both copies of the contract signed and return them to me. I will send you a copy when completed. If you have any questions please contact Marisa Egbert at 801-538-7266 or me at 801-538-7255.

Thank you,

A handwritten signature in cursive script that reads "Shalaine DeBernardi".

Shalaine DeBernardi, P.E.  
Contract/Bond Officer

Enclosure



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES

Copies:  
DWRe  
Contractor

**DIVISION OF WATER RESOURCES**

Contract No.

Date \_\_\_\_\_

Vendor No. 04893D TIN 87-6000265

Vendor PRICE CITY

Address 432 WEST 600 SOUTH, PO BOX 893

City PRICE State UTAH Zip 84501

c/o Russell Seeley, P.E., City Engineer Phone 435-637-5010

Commodity Code 99999 Payable X Receivable \_\_\_\_\_

Description PROVIDE FUNDS FOR COMPLETION OF THE LOWER ELEVATION  
RESERVOIR PROJECT

Payment: \_\_\_\_\_ Receive: \_\_\_\_\_

Frequency As Requested Frequency \_\_\_\_\_

Amount Variable Amount \_\_\_\_\_

Total \$500,000 Total \_\_\_\_\_

Effective Date 7/1/2016 Expiration Date 6/30/2017

| Fund | Dept | Unit | Approp Unit | Balance Sheet | Expend/ Revenue | Program | Phase | Activity | Total Amount |
|------|------|------|-------------|---------------|-----------------|---------|-------|----------|--------------|
| 1000 | 560  | 6201 | RPA         |               | 7501            | R9101   |       |          | \$500,000    |
|      |      |      |             |               |                 |         |       |          |              |
|      |      |      |             |               |                 |         |       |          |              |

Approved SGD SGD WEL wel TDA TDA JE QSC ELM \_\_\_\_\_ CONT \_\_\_\_\_

MARISA EGBERT  
Monitor

*Marisa Egbert*  
Signature

# Grant Agreement

Grant To  
Price City  
From

UTAH DEPARTMENT OF NATURAL RESOURCES,  
DIVISION OF WATER RESOURCES

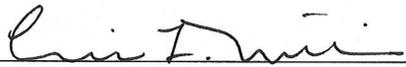
This GRANT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Water Resources (DWRe) and Price City, for completion of the Price River Watershed Council's Lower Elevation Reservoir Project. Funded through 2016 State of Utah House Bill #2.

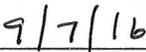
The terms and conditions of this Grant Agreement are as follows:

1. DWRe will grant Price City up to \$500,000 toward the completion of the Lower Elevation Reservoir Project for Price River Watershed Council. DWRe will reimburse Price City for the actual costs incurred.
2. Price City will complete the project as described in the attached letter. Price City will document and retain all supporting information associated with the work done under this grant.
3. Price City will provide a written description of the work completed and an itemization of cost expenditures as requested. The State of Utah reserves the right to audit the records that pertain to the performance of this grant. A final written itemized report will be submitted by Price City to DWRe when the project is complete.
4. DWRe will assist with project implementation as needed.
5. This agreement has an expiration date of June 30, 2017.

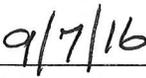
\_\_\_\_\_  
Joe L. Piccolo, Mayor  
Price City

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division of Water Resources/Director

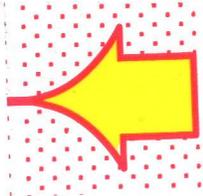
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division of Water Resources/Financial Manager

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Utah/Division of Finance

\_\_\_\_\_  
Date



**Public Works Director**  
MILES NELSON  
**City Engineer**  
RUSSELL SEELEY, P.E.  
**Streets & Fleet Supervisor**  
J. SCOTT OLSEN  
**Water & Sewer Supervisor**  
SAM WHITE  
**Parks & Cemetery Supervisor**  
BRIANNA WELCH



**PRICE MUNICIPAL CORPORATION**  
PRICE CITY DEPARTMENT OF PUBLIC WORKS

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501  
PHONE (435) 637-5010 [www.priceutah.net](http://www.priceutah.net)

Public Works, Engineering, Streets, Water & Sewer, Fleet, Parks

**Mayor**  
JOE L. PICCOLO

**City Council**  
KATHY HANNA SMITH  
RICK DAVIS  
WAYNE CLAUSING  
LAYNE MILLER  
TERRY WILLIS

Bill Leeftang, P.E., Chief Engineer  
Utah State Division of Water Resources  
1594 West North Temple, Suite 310  
P.O. Box 146201  
Salt Lake City, Utah 84114

August 15, 2016

Re: Lower Elevation Reservoir; Garley Canyon

In the past year, with assistance from the State Legislature, the Price River Watershed Council (PRWC) has made substantial progress in its objective to construct a lower elevation reservoir for our community. The PRWC is made up of representatives from area municipalities, large water users, area stake holders, and other interested parties to address issues related to the use and availability of water in the Price River Watershed including the construction of a lower elevation reservoir.

The State Legislature appropriated \$300,000 in FY16 through the Division of Water Resources to Price City to be used by the PRWC "toward the completion of the Lower Elevation Reservoir Project." Thus far, the PRWC has conducted a thorough evaluation of the region for potential suitable reservoir sites, narrowed down the selection to one location and conducted an initial geotechnical analysis that demonstrated viability for a reservoir of up to 10,000 acre feet at Garley Canyon.

The next phase of study will entail further work on evaluating the reservoir location. This will include environmental impact studies, cultural evaluations, impacts to local residents and land owners, detailed topographical surveys, as well as further geotechnical studies to further evaluate the availability of on-site construction material and a more detailed plan for construction of the dam. The PRWC will also study, evaluate, and design the water delivery system both into and out of the proposed reservoir including pipe sizes, connections, and diversion structures. The PRWC will continue to work on public relations and outreach to ensure that only the best plans are implemented.

As with the first round of funding, Price City will manage the Lower Elevation Reservoir project as the fiscal agent for the administration, receipt of funds, and payment of expenditures for this second round of funding. This is supported by the Price River Watershed Council and Price City Mayor and City Council.

Please call me if you have any questions at 435-637-5010.

Sincerely,  
Price River Watershed Council

Price City

  
\_\_\_\_\_  
Russell Seeley, P.E.  
Price City Engineer  
Price River Watershed Council Chair

  
\_\_\_\_\_  
Joe L. Piccolo  
Price City Mayor

Cc. D. Hinkins, Utah State Senator District 27  
Price City Mayor and Council  
Price River Watershed Council  
M. Nelson, Price City Public Works Director  
L. Richens, Price City Finance Director

THIS TEMPORARY WATER USE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2016, is entered into by and between ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon Corporation, and Price City, a municipal corporation, collectively, the "Parties."

### **RECITALS.**

A. Rocky Mountain Power owns certain water rights and ground water wells near Colton, Utah and on record at the Utah State Engineer's office described as Water Right #91-198 (Certificate No. 5549), priority date of October 14, 1952 for 2.75 cfs, which is known as Colton Well No. 1 and Water Right #91-199 (Certificate No. 5550), priority date of May 21, 1953 for 4.57 cfs, which is known as Colton Well No. 2. These water rights hold very junior priority dates in the Price River Water Rights Distribution Schedule, and as such, are seldom available to be used in priority;

B. Price City owns certain water rights that have been granted approval by the Utah State Engineer's Office to be diverted and used from Company's Colton Well No. 1, as described in the Order of the State Engineer for Permanent Change Application 91-341 (a41189), dated February 17, 2016;

C. Price City, along with Helper City and Price River Water Improvement District, own (or otherwise have access to) certain springs, natural flow in the Price River and Scofield Reservoir water that have historically made up the primary sources of potable water for Carbon County;

D. Scofield Reservoir has historically been used as a backup water supply to make up any deficiencies in the city springs and the river flows and ensure sufficient drinking water supplies are available for Carbon County;

E. The Bureau of Reclamation owns Scofield Reservoir and is mandating certain maintenance to Scofield Reservoir's outlet works starting October 1, 2016, to approximately April 1, 2017, and as a result of this maintenance work water releases from the reservoir will be temporarily discontinued;

F. The Bureau of Reclamation expects that the discontinuation of reservoir releases will occur for approximately six (6) to twelve (12) weeks, however the full extent of the required repairs will not be known until the reservoir is shut off and work begins; and

G. Price City has requested from Rocky Mountain Power and Rocky Mountain Power has agreed, under the terms and conditions set forth in this Agreement, to allow Price City to temporarily use Colton Well No. 1 and its associated facilities for the purpose of providing a needed back up water supply for Carbon County during the period that the Scofield Reservoir is out of service for maintenance.

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

## **ARTICLE I. Rocky Mountain Power's Obligations.**

### 1.01 Provision of Water.

Except as provided in this Agreement, Rocky Mountain Power agrees to operate the Colton Well No. 1 and deliver to Price City upon its request and contingent upon reasonable availability up to the maximum pumping output of the well, which is believed to be approximately 1,300 gallons per minute (gpm) for the purpose of providing potable water to the residents of Carbon County. Water provided to Price City under this Agreement will be accounted for under Price City's private water rights associated with Permanent Change Application 91-341 (a41189) as described in Recital B. Notwithstanding this provision, Price City and Rocky Mountain Power both understand and agree that up to 250 gpm of the well output is reserved for the use by Helper City. Rocky Mountain Power makes no warranty as to the quality or quantity of the water provided pursuant to this Agreement.

### 1.02 Condition of Rocky Mountain Power's Obligation.

Rocky Mountain Power's obligation to deliver water from the Colton Well No. 1 to Price City upon its request shall be subject to the condition that the Colton Well No. 1 is fully operational to pump water supplies and without the need of maintenance, repair, replace, refurbish, or other services necessary for operation. Rocky Mountain Power shall not be obligated to perform any future maintenance, repair, replace, refurbish, or otherwise alter, the Colton Well No. 1 as of the Effective Date of this Agreement, even in the event that Colton Well No. 1 becomes faulty or falls into disrepair and does not operate to pump water to meet the City's demands. Rocky Mountain Power agrees that at the time of this Agreement, Colton Well No. 1 is operating normally and currently can supply the water as requested under this Agreement. Notwithstanding the forgoing, Rocky Mountain Power makes no warranty as to the present or future condition, performance or operation of the Colton Well No. 1.

### 1.03 Repair Work at Price City's Election.

In the event that Price City elects to pay for any maintenance or repairs of Colton Well No. 1 as provided by Section 2.01 of this Agreement, Rocky Mountain Power agrees to perform or cause to be performed through its preferred contractors any and all such maintenance or repair work that may be required to bring Colton Well No. 1 to operating condition. Price City agrees to pay the actual costs of the work, including all contractor and subcontractor invoices, Rocky Mountain Power employee's time and any other costs that are incurred as a direct result of the maintenance or repair work.

### 1.04 Facilities.

Rocky Mountain Power shall not be obligated to provide to Price City any water supplies from Colton Well No. 2. Rocky Mountain Power may, in its sole discretion and upon request from Price City in the event of an emergency, provide water from Colton Well No. 2 under the same terms and conditions of this agreement.

1.05 Access to Colton Well No. 1 Wellhead Building.

Price City and Rocky Mountain Power have keyed access to Colton Well No. 1 site. Rocky Mountain Power agrees to have a representative available in the event Price City requests access to the Colton Well No. 1 Wellhead Building upon receipt of notice as provided in Section 2.04. The Parties agree to negotiate in good faith a reasonable time for such escorted access by Price City's representatives to Colton Well No. 1 Wellhead Building. Except as provided in this Agreement, Rocky Mountain Power agrees to be the operator for Colton Well No. 1.

**ARTICLE II. Price City's Obligations.**

2.01 Payments.

Price City agrees to pay to Rocky Mountain Power the amount of sixty dollars (\$60.00) per acre foot of water received pursuant to this Agreement. This amount does not include any repairs or refurbishment that may be necessary to keep Colton Well No. 1 operational. In the event such repairs or refurbishment is necessary to maintain operation of Colton Well No. 1, Price City may choose to pay for such repairs in addition to the cost of the water supplied pursuant to this Agreement and in accordance with Section 1.03 of this Agreement.

2.02 Metering.

Price City shall maintain a water meter near the well head that is capable of continuously and accurately measuring the quantity of water that it receives from Rocky Mountain Power under this Agreement. Price City shall report to Rocky Mountain Power the amount of water it receives, in acre-feet, on a weekly basis throughout the Term of this Agreement. With reasonable cause, Rocky Mountain Power may request that Price City have the water meter commercially tested and verified. If the meter is shown to be more than five percent fast or slow the water meter shall be repaired or replaced by Price City. Price City shall provide Rocky Mountain Power access to the water meter to allow Rocky Mountain Power to verify all water meter data submitted in connection with this Agreement and to verify the accuracy of the water meter. In addition, Price City shall be responsible for operating and maintaining any water conveyance facilities from the well head to Price City's end use.

2.03 Permitted Use of Water.

The certificated water associated with Colton Well No. 1 under this Agreement may be used by Price City for those uses as permitted by Permanent Change Application 91-341 (a41189) on record with the Utah Division of Water Rights - State Engineer's Office. The Parties agree that no additional change applications or other administrative filings are required to effectuate this Agreement.

2.04 Access to Colton Well No. 1 Wellhead Building.

Price City agrees to provide notice (either by phone or electronically) of its desire to access the Colton Well No. 1 Wellhead Building within twenty-four (24) hours of the date of its desired visit. The Parties agree to negotiate in good faith a reasonable time for such escorted access by Price City's representatives to Colton Well No. 1 Wellhead Building.

## **ARTICLE III. EXISTING AGREEMENTS**

### 3.01 Price City Colton Well Agreement.

The Agreement between Rocky Mountain Power and Price City dated October 30<sup>th</sup>, 1990, regarding the water delivered to Price City by way of the Colton Well No. 1 shall remain in full force and effect except to the extent that it conflicts with this Agreement. In the event of a conflict between this Agreement and the aforementioned agreement, this Agreement shall control but only for as long as this Agreement is in effect. Upon expiration of this Agreement, the 1990 Colton Well Agreement between the Parties shall remain in full force in effect.

### 3.02 Helper City Colton Well Agreement.

The Agreement between Rocky Mountain Power and Helper City dated December 29<sup>th</sup>, 1989, regarding the water delivered to Helper City by way of the Colton Well No. 1 and other responsibilities of each party, shall remain in full force and effect and this Agreement shall be subordinate to it.

## **ARTICLE III. GENERAL TERMS AND CONDITIONS**

### 4.01 Term.

This Agreement shall remain in full force and effect for a period of three (3) months from the date of the last signature below (the "Effective Date") with the option to extend this Agreement for an additional three (3) month period upon written notice from Price City to Rocky Mountain Power at least two weeks prior to the expiration of the first three (3) month term. The Parties shall negotiate in good faith any additional extensions that may be required as a result of an unexpected and prolonged shut-down of the Scofield Reservoir.

### 4.02. Indemnification.

To the fullest extent permitted by law, Price City shall indemnify, protect, and hold harmless Rocky Mountain Power, its successors and assigns, and its directors, officers, employees and agents (collectively, the "Rocky Mountain Power Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Rocky Mountain Power Indemnified Parties resulting from, arising out of, or in any way related to this Agreement except to the extent that such claim, demand, loss, cause of action, or costs arises from Rocky Mountain Power's gross negligence or intentional misconduct. This paragraph shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Rocky Mountain Power shall indemnify, protect, and hold harmless Price City, its successors and assigns, and its directors, officers, employees and agents (collectively, the "Rocky Mountain Power Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Rocky Mountain Power Indemnified Parties resulting from, arising out of, or in any way related to this Agreement except to the extent that such claim, demand, loss, cause of action, or costs arises from

Price City's gross negligence or intentional misconduct. This paragraph shall survive the expiration or termination of this Agreement.

4.03 Remedies; Waiver.

Except with respect to the gross negligence or willful misconduct of a Party, under no circumstances shall either Party be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages arising out of the use of any the Requested Information pursuant to this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement, or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. This paragraph shall survive the expiration or termination of this Agreement.

4.04 Notices.

All notices, requests for payment and other communications provided for in this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or other nationally recognized overnight courier service, and addressed to the respective Party at the address(es) set forth below or at such other address(es) as such Party may hereafter designate by written notice to the other Parties as herein provided.

To Rocky Mountain Power:      Rocky Mountain Power – Huntington Plant  
P.O. Box 680  
Huntington, UT 84528  
Attn: Cody Allred

To Price City:                      Price City Engineer  
432 West 600 South  
Price, UT 84501  
Attn: Russell Seeley, P.E., C.F.M.

4.05 Entire Agreement.

This Agreement and the documents referenced herein contain the entire understanding of the Parties hereto with respect to the transactions contemplated hereby. All prior representations, negotiations, agreements, and understandings of the Parties are merged into this Agreement. No change or modification to this Agreement shall be valid unless it is in a writing signed by all of the Parties to this Agreement.

4.05 Attorney's Fees.

In any suit or action, arising out of or related to this Agreement involving a claim, counterclaim or cross-claim made by either Party against the other Party, the substantially prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys'

fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

4.06 Governing Law.

All provisions of this Agreement and the rights and obligations of the Parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah.

4.07 Multiple Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the Parties to this Agreement may execute the Agreement by signing any of the counterparts.

4.08 Jury Waiver.

To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date of the last signature below.

**PRICE CITY:**

PRICE CITY,  
a Utah municipal corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

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

**ROCKY MOUNTAIN POWER:**

PACIFICORP, an Oregon corporation,  
doing business as Rocky Mountain Power

By \_\_\_\_\_  
Its \_\_\_\_\_

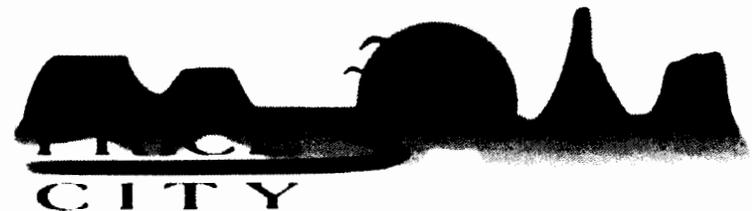
Date: \_\_\_\_\_

# CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

A LAND USE OF: AN EXECUTIVE, LEGISLATIVE  
AND JUDICIAL FUNCTIONS BUILDING AND LAND  
LOCATED AT 120 EAST MAIN STREET, WITHIN  
THE COMMERCIAL 1 (C-1) ZONING DISTRICT

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

- Site Plan:
  - Exterior area and parking lot lighting per the lighting plan. Exterior lighting to be high efficiency LED fixtures only.
  - Fencing to be installed as indicated: (Re)Install as needed a six foot (6') sight obscuring fencing surrounding bank to be installed. Fence to only be three feet (3') high for first twenty feet (20') back from each sidewalk: Main Street and 200 East. (Re)Install as needed a six foot (6') sight obscuring fencing surrounding residential structures and properties to be installed. Fence to only be three feet (3') high for first twenty feet (20') back from each sidewalk: 200 East and 100 South.
  - Ingress & Egress: Main Street driveway to be a minimum of thirty-feet (30') in width finding that wider ingress/egress at the location may mitigate vehicle and pedestrian conflicts. 100 East driveway to be a minimum of thirty-feet (30') in width and signage posted to direct secure & non-secure access to the sally-port.
  - Installation of a minimum of five percent (5%) landscaping compliant with the Code finding that landscaped developments improve the community aesthetic. Minimum of eighty-five percent (85%) landscaping drought tolerant and water-wise. Backflow prevention installed & inspected by Price City Water Department prior to use/operation of irrigation system. Plantings, lighting, concrete treatments in sidewalk area to match same at Peace Garden across Main Street to north.
  - Off-street parking to be a minimum of one-hundred twenty-eight (128) spaces (38,344 net usable square feet / 300 = 127.81 → 128) for the overall site finding that adequate off-street parking mitigates congestion on roadways surrounding the development. Shared parking with adjoining uses permitted. On-street parking to be striped angle parking consistent with size and angles in Chapter 6 of the Code. No parking or storage of commercial, industrial, construction vehicles and equipment.
  - Garbage dumpster to be located within an enclosure with sight obscuring gate inserts to prevent unauthorized access including a service frequency to mitigate wind scatter of garbage, rubbish or debris and nuisance accumulations or odors. No hazardous or other restricted materials or items to be disposed of in garbage dumpster.
  - Fire Department Red Zones and access to be coordinated with the Price City Fire Chief finding that compliant and functional fire access and infrastructure protect the health, safety and welfare of the public. Includes access points, fire department connections, fire risers, on-site hydrant placement, hydrant minimum flow, supply line sizing.
  - Building signage and way-finding signage to only be installed upon completion of submission of final signage plan, review and authorization by the Price City Planning Department. Signage to include numeric address and street locator. Monument sign, per Section 4.13.1.1.a of the Code, not to exceed forty-five square feet in size as indicated.
- Water, sewer and electric utility connections to be coordinated and installed under the direction of the Price City water/sewer department and Price City electric department finding that properly coordinated utility connections provide long-term service to development.
  - Electrical load sheet to be submitted to the Price City electric department in advance of connection request.
  - Provide to Price City all necessary utility easements for access to installed public utilities, including fire department access.
- Existing Structures:

- Existing 7<sup>th</sup> District Court Building restricted to public or private administration and business office services land uses as indicated in Section 11.3.5.1 of the Code finding that alternate land uses may require additional review and permitting.
- Existing Carbon County P&Z Building restricted to public or private administration and business office services land uses as indicated in Section 11.3.5.1 of the Code finding that alternate land uses may require additional review and permitting.
- Plans, Licenses, Permits and Documents:
  - Completion of a geotechnical study by a qualified geotechnical engineer and submission of the study to the Price City Engineer for review and concurrence and compliance with all recommendations and direction from the Price City Engineer regarding development based on the study.
  - Completion of a storm water management plan and submission of the plan to the Price City Engineer for review and concurrence and compliance with all recommendations and direction from the Price City Engineer regarding development based on the plan. Plan to address a 100 year storm event and mitigate any storm water runoff impact on neighboring and surrounding property. All storm water runoff must not flow to neighboring properties and must be fully mitigated.
  - Completion of a Public Infrastructure Development Agreement and submission of the required financial surety, if required, to the Price City Public Works Department. All public infrastructure to be (re)installed/replaced surrounding the development site meeting Price City Minimum Standards and coordinated with the Price City Engineer. Plantings, lighting and concrete treatments in sidewalk area to match same at Peace Garden across Main Street to north, as indicated above in landscaping requirements section. Decorative Bump-Outs at curb line into roadway restricted.
  - Completion of a Private Utility Agreement, if required, to the Price City Public Works Department.
  - Complete a Price River Water Improvement District (PRWID) Waste Water Survey and submit to PRWID, copy to Price City, and compliance with all directed waste water system protection recommendations stemming from the survey including grease traps and sampling manholes provided by PRWID or Price City.
  - Submission of construction plans to Price City and procurement of a Price City building permit prior to commencement of construction finding that properly licensed, permitted and inspected commercial development protects the health, safety and welfare of the community. Construction plans to be reviewed for compliance with the IBC 2015 and all construction consistent with that review and any plan amendments stemming from the review. Inspection of the building construction locally by Price City or by Carbon County only upon final execution of a building inspection agreement between Price City and Carbon County.
- All development consistent with all information, agreements, documents submitted to Price City finding that development consistent with supplied information mitigates misunderstandings and promotes efficient development activity in the community.
- No condition at the property or structure that violation the Price City Property Maintenance Code finding that properly maintained properties and structures protect area property values and is consistent with the Price City General Plan.

# CONDITIONAL USE PERMIT AMENDMENT

THIS PERMIT IS HEREBY APPROVED FOR:

**A LAND USE OF: A DAY-SERVICES  
PROGRAM FOR DISABLED ADULTS  
LOCATED AT 214 E 100 N, WITHIN THE  
COMMERCIAL 1 (C-1) ZONING DISTRICT**

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.



SIGNATURE

DATE

**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING DEPARTMENT AND AS AGREED TO BY THE LAND USE APPLICANT FOR LOCATING OF A DAY PROGRAM SUPPORT BUSINESS FOR DISABLED ADULTS AT 214 EAST 100 NORTH WITHIN THE COMMERCIAL 1 ZONING DISTRICT.**

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and SARAH NORTON, regarding the conditions of land use associated with Price City Land Use Management and Development Code (Code) as it is associated with AMERICA SUPPORTS ONE, LLC., SARAH NORTON.

**Parties:** this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and SARAH NORTON, (Applicant), for the property located at **214 E 100 N**.

**Term:** the term of this agreement commences on September 26<sup>th</sup>, 2016 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

**Applicant Shall:**

- No parking or storage of commercial vehicles, equipment, trailers at site or on-street finding that restricted parking and storage mitigates the potential for vehicle or pedestrian accidents.
- All garbage, rubbish and debris to be deposited in a qualified garbage dumpster or canister and serviced at a frequency to prevent accumulations of garbage, rubbish and debris or wind scatter of garbage, rubbish and debris finding that contained garbage, rubbish and debris is consistent with the Price City General Plan.
- Procurement of a building permit for any building modifications/renovations finding that properly permitted and inspected commercial building modifications/renovations protect the health, safety and welfare of the community.
- Inspection of the location by the Price City Building Inspector and Price City Fire Chief for safety and compliance with all recommendations stemming from the inspections finding that inspected structures protect the health, safety and welfare of the community.
- Submission and review of all business signage prior to installation to the Price City Planning Department finding that properly reviewed and approved commercial signage is consistent with the Price City General Plan.
- Procurement of a Price City Business license finding that all businesses must have current Price City Business Licenses to operate legally within Price City.
- No land use activity at the location not specifically approved herein finding that additional business activities or land uses may require additional conditional use permitting.
- No condition at the property or structure that violation the Price City Property Maintenance Code finding that properly maintained properties and structures protect area property values and is consistent with the Price City General Plan.

**Price City Shall:**

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated in the Code.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

Price City

Applicant:

By Robert Oliver, Chair

SASRAH NORTON

ATTEST:

Sherrie Gordon, City Recorder

# CONDITIONAL USE PERMIT AMENDMENT

THIS PERMIT IS HEREBY APPROVED FOR:

A LAND USE OF: A DRIVE-UP SODA  
BUSINESS LOCATED AT 97 EAST 100  
NORTH, WITHIN THE COMMERCIAL 1 (C-  
1) ZONING DISTRICT

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH  
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY  
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT  
CODE.



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY PLANNING AND ZONING DEPARTMENT AND AS AGREED TO BY THE LAND USE APPLICANT FOR PLACEMENT OF A SODA BUSINESS WITH DRIVE UP WINDOW CALLED SODALICIOUS AT 97 EAST 100 NORTH WITHIN THE COMMERCIAL 1 ZONING DISTRICT.**

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and CHAD CARLSON, SODALICIOUS, regarding the conditions of land use associated with Price City Land Use Management and Development Code (Code) as it is associated with

**Purpose:** the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and CHAD CARLSON, SODALICIOUS.

**Parties:** this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and CHAD CARLSON, (Applicant), for the property located at: 97 EAST 100 NORTH.

**Term:** the term of this agreement commences on SEPTEMBER 12<sup>TH</sup>, 2016 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

**Applicant Shall:**

- Remove not more than four (4) parking spaces from the overall site to accommodate the drive-up window finding that changes in the business mix at the overall site have reduced the parking need by four (4) parking spaces.
  - Restriping of parking lot to clearly identify drive-up lane and all parking required.
- Placement of reflective indicators on utility pole adjacent to identified business ingress point to mitigate potential vehicle/pole collisions finding that the ingress is narrow and the utility pole is very close to the ingress.
  - Coordinate the enclosure or other treatment of the gap immediately to the west of the ingress in the gutter overshot with the Price City Public Works Department to prevent accident or injury.
- Submission of business and way-finding signage to the Price City Planning Department prior to installation for potential approval finding that properly reviewed and approved signage increased commercial activity in the community.
- No food prep on-site that requires cooking or grease finding that no commercial kitchen equipment is in place including a grease/smoke hood and no waste water grease trap or sampling manhole is present to protect the waste water system.
- Garbage dumpster to be maintained in an enclosed area and serviced at a frequency to prevent nuisance odors in the area finding that prevention of accumulations of garbage and odors is in the best interest of the community.
- Maintain or increase the existing minimum five percent (5%) landscaping at the overall site finding that properly landscaped commercial businesses and corridors improves the community aesthetic and is consistent with the goals in the Price City General Plan.
- Complete and submit a Price River Water Improvement District (PRWID) waste water survey finding that properly understood waste water discharges mitigate negative impacts to the waste water collection system.
- All renovations and construction work at the business location to be completed under the auspices of a Price City Building Permit and building inspection finding that properly permitted and inspected building alterations protect the health, safety and welfare of the community.
- Procurement of a Price City Business License prior to business operation finding that properly licensed business increase the commercial activity in the community.
- No conditions at the property or structure that violate the Price City Property Maintenance Code finding that properly maintained properties and structures protect area property values and is consistent with the Price City General Plan.

**Price City Shall:**

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated in the Code.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Price City

Applicant:

By Robert Oliver, Chair

CHAD CARLSON

ATTEST:

Sherrie Gordon, City Recorder

Minutes of the Special Price City Council Workshop  
City Hall, Room 106  
September 2, 2016 – 7:00 a.m.

Present:

Mayor Piccolo

Councilmembers:

Kathy Hanna-Smith

Rick Davis

Terry Willis

Present: Miles Nelson, Russell Seeley, Bret Cammans, Richard Tatton

Excused: Councilmember Clausing and Councilmember Miller

The Council met and discussed the following items:

1. Water quality at Schofield is poor, log jams at treatment plant due to floods, phone system changed to outside provider to save \$500 a month, and phosphorus nitrogen treatment will be expensive.
2. Visit and understand weed abatement ordinance better.
3. Tripartite board report coordinate help groups.
4. Expand community garden.
5. Re-sign to strengthen downtown business and parking.
6. Develop a resource to train our business to use online.
7. New courthouse
8. Helper Arts festival did not recognize Price.
9. Economic downturn
10. City looks trashy. Property management code unable to do what is needed.
11. Liner on Carbon Canal
12. Conceptual approval for lining the canal
13. Bike lane Highway 10
14. Family resources on home page
15. Emergency planning meeting set up.
16. Carbon Plant decommissioning set to be completed in April.
17. Fire contract is on rocky ground but still has a chance.
18. Dispatch increase is opposed by other cities and county.

Meeting adjourned at 8:32 a.m.

APPROVED:

ATTEST:

---

Joe L. Piccolo, Mayor

---

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
September 7, 2016 at 5:30 p.m.

Present:

Councilmembers:

Kathy Hanna-Smith  
Rick Davis  
Wayne Clausing  
Layne Miller

Kevin Drolc-Chief of Police  
Nick Sampinos-City Attorney  
Nick Tatton-Community Director  
Miles Nelson-Public Works Director  
Lisa Richens-Finance Director  
Sherrie Gordon-City Recorder

Excused Absence: Mayor Piccolo, Councilmember Willis, John Daniels-Human Resources Director and Bret Cammans-Customer Service Director

Present: Nicole Steele, Tami Ursenbach, Gina Gagon, Greg Dart, R. Chantz Richens, Kurt McFarlane, Emily Cox, Leif Nelson, Jason Frandsen, Tiffany Furner, Donald Olsen, Cheryl Lupo, Colleen Loveless, Jennie Fasselin, and Spencer Loveless

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

1. Mayor pro tempore Clausing called the regular meeting to order at 5:30 p.m. He invited Eagle Scout Donald Olsen to lead the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT –  
Tami Ursenbach, Carbon County Economic Director, updated the Mayor pro tempore and Council on activities she has participated in during the past month.

Donald Olsen addressed the council. His Eagle Scout project was to restore a bench and path trail in Price Basin Cove Park. The project was completed on July 9, 2016. Mayor pro tempore Clausing and Council thanked him for a job well done.

4. COUNCILMEMBERS REPORT – Councilmembers presented an update on the activities and functions in which they have participated in support of Price City since the last Council meeting.
5. COMPLIANCE REQUEST - Carbon County Economic Development created a subcommittee for community beautification/enhancement. Consideration and possible approval of (1) Price City to move forward with ideas and plans to beautify and enhance the off-ramp/on-ramp of 100 North and Highway 6 and (2) a "Statement of Support" from Price City for this project.

Greg Dart presented to the Mayor pro tempore and Council and indicated the committee is interested in sharing their ideas for enhancing the area to help benefit economic development, specifically within Price City. Mr. Dart briefly reviewed some of the committee's goals. The committee requested Price City's support to move forward with ideas and plans to beautify and enhance the off-ramp/on-ramp of 100 North and Highway 6 and requests a "Letter of Support" for this project. No request for funding or in-kind contributions was made or authorized. Mr. Dart did indicate that the committee may request monetary support from Price City in the future. Mayor pro tempore Clausing requested that an actual plan and budget be prepared by the committee and submitted for consideration and review prior to any return to Price City to request contribution of services or funding and asked the committee for project drawings. Mr. Dart indicated that at this time there are no drawings or plans on paper. Councilmember Hanna-Smith stated that she has met with Jones and DeMille Engineering and has requested drawings that were previously prepared and that they are willing to provide those drawings for the project. Kurt McFarland from UDOT addressed the council to acknowledge that UDOT is supportive of the effort for beautification of the entryway but may not be able to commit resources to the project. They will however provide the necessary encroachment permits. Councilmember Miller asked the committee to define what their actual request of Price City is and what exactly is needed in a letter of support. He asked who was going to draft the letter. Councilmember Davis also asked the committee to define the statement of support. He also would like the Mayor and all Councilmembers to sign the letter. Councilmember Davis asked Nick Sampinos, City Attorney, to draft the letter of support for review and possible signatures.

The following individuals addressed the Mayor pro tempore and Council regarding their concerns for property maintenance and code/ordinance enforcement: Leif Nelson, Spencer Loveless, Emily Cox, Gina Gagon, Tami Ursenbach, and Cheryl Lupo.

**MOTION.** Councilmember Miller moved to approve the preparation of a letter of support from Price City for the Exit 240 Interchange beautification project as requested by the committee, that the City Attorney be requested to draft the letter and that the Mayor and all Councilmembers sign the letter. Motion seconded by Councilmember Hanna-Smith and carried.

CONSENT AGENDA – Mayor pro tempore Clausing requested Item 7 be removed from the consent agenda for further discussion. Councilmember Hanna-Smith moved to approve consent agenda items 6 and 8, and excluding item 7. Motion seconded by Councilmember Miller and carried.

6. MINUTES

a. August 24, 2016 City Council Meeting

7. USU BUSINESS CONFERENCE - Consideration and possible approval of a \$500 donation for the second USU Business Conference, "Entrepreneurial Mindset", to be held November 4, 2016. A short discussion regarding the budget and approved funding for the sponsorship was held.

Mayor pro tempore Clausing requested the word "donation" be changed to "sponsorship". A short discussion regarding the budget and approved funding for the sponsorship was held.

**MOTION.** Councilmember Davis moved to approve consent agenda item 7 as amended. Motion seconded by Councilmember Miller and carried.

8. BUSINESS LICENSE - Consideration and possible approval of a business license for Sam's Catering located at 860 N 5 E.

9. COMMITTEES – Updates presented.

- a. Community Progress
- b. Cultural Connection
- c. Emergency Planning
- d. International Days
- e. Water Resources

10. UNFINISHED BUSINESS

a. Recycling – Councilmember Davis said the next meeting is scheduled for September 8, 2016.

The regular City Council meeting was adjourned at 7:02 p.m. by Mayor pro tempore Clausing, pursuant to a motion by Councilmember Miller.

APPROVED:

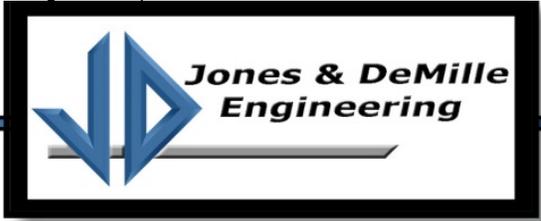
ATTEST:

---

Wayne Clausing, Mayor pro tempore

---

Sherrie Gordon, City Recorder



## ASSIGNMENT ORDER

In accordance with the General Engineering Services Agreement between Owner and Engineer, dated September 15, 2015 (“Agreement”), Owner and Engineer agree as follows:

1. **Specific Project Data.**

Project Title: Price City ▪ PRWC Reservoir Study, Phase III (the “Assignment”)

Description: Development of a reservoir and infrastructure in the lower Price River basin

2. **Services of Engineer.** Engineer’s services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Engineer incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the services specified in the attached scope of work, attached hereto as Exhibit A and incorporated into this Assignment Order.

This is the first of two project stages that total \$500,000.

**Owner’s Responsibilities.** Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. **Times for Rendering Services.** Engineer’s services will be performed by December 30, 2016.

4. **Payments to Engineer.** Owner shall pay Engineer for the above assignment as follows: Standard hourly rates with an estimated maximum of \$253,000.

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

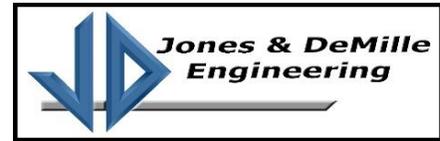
JONES & DEMILLE ENGINEERING, INC.  
DocuSigned by:  
  
\_\_\_\_\_  
CE0E9B37510F475...  
Signature  
*President*  
\_\_\_\_\_  
Title  
*July 7, 2016*  
\_\_\_\_\_  
Date

PRICE CITY  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

# SCOPE OF WORK

## Exhibit A

**Price River Watershed Council  
Lower Elevation Reservoir Study, Phase III  
Engineering Design Services**



July 1, 2016 to December 30, 2016 (Stage 1)

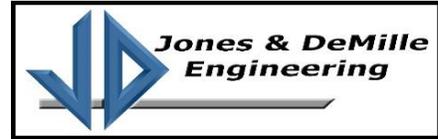
| SCOPE ELEMENT  | DATE                                     | ESTIMATED    |                     |
|--|--|--------------|---------------------|
|  |  | HOURS        | COST                |
| <b>1. Project Management (continues in next stage)</b>   |  |              |                     |
| Administer agreements, accounting, coordination, and scope. Coordinate schedules, meetings, correspondence, and inquiries. Compile agendas, minutes, reports, and presentations. Procure subconsultants and manage data transmittal. | From<br>1-Jul-2016<br>To<br>30-Dec-2016  | 154          | \$16,600.00         |
| <b>2. Water Resources Master Plan</b>  |  |              |                     |
| Collaborate with water entities on needs analysis. Prioritize requirements and outline implementation plan. Develop reports, graphical models, and presentation methods.   | From<br>1-Jul-2016<br>To<br>30-Sep-2016  | 142          | \$16,150.00         |
| <b>3. Measuring Devices</b>  |  |              |                     |
| Analyze existing devices and identify data deficiencies. Establish criteria and develop preliminary alternatives. Identify funding sources and recommend solutions.  | From<br>1-Jul-2016<br>To<br>28-Oct-2016  | 82           | \$9,990.00          |
| <b>4. Survey Data Acquisition</b>  |  |              |                     |
| Delineate project extents and develop survey parameters. Coordinate field data collection and setup aerial targets. Process data and generate surface and condition models.  | From<br>1-Jul-2016<br>To<br>26-Aug-2016  | 94           | \$12,950.00         |
| <b>5. Strategic Communications</b>   |  |              |                     |
| Finalize and distribute direct mailer. Perform public opinion survey and assess stakeholders. Develop collateral materials and presentations. Monitor media and provide communications consulting.                                   | From<br>1-Jul-2016<br>To<br>25-Nov-2016  | 62           | \$8,030.00          |
| <b>6. Environmental Assessment (continues in next stage)</b>   |  |              |                     |
| Determine relevant parameters, criteria, and requirements. Compile and submit documents, forms, permits, and applications. Communicate requests and changes with permitting agencies.  | From<br>1-Jul-2016<br>To<br>30-Dec-2016  | 376          | \$38,950.00         |
| <b>7. Conceptual Engineering (continues in next stage)</b>   |  |              |                     |
| Determine water resources and hydraulic requirements. Design sediment removal and water delivery structures. Develop size and alignment of dam and auxiliary structures. Design access and downstream connectivity components.       | From<br>15-Aug-2016<br>To<br>30-Dec-2016 | 460          | \$58,780.00         |
| <b>SUM</b>   |  | <b>1,370</b> | <b>\$161,450.00</b> |

# SCOPE OF WORK

**Exhibit A**

**Price River Watershed Council  
Lower Elevation Reservoir Study, Phase III  
Engineering Design Services**

July 1, 2016 to December 30, 2016 (Stage 1)



| <b>REIMBURSABLE EXPENSES</b>        | <b>QUANTITY</b>          | <b>RATE</b> | <b>COST</b>               |
|-------------------------------------|--------------------------|-------------|---------------------------|
| Vehicle Mileage (per mile)          | 3,500                    | \$0.55      | \$1,925.00                |
| <b>SUM</b>                          |                          |             | <b>\$1,925.00</b>         |
| <b>SUB-CONSULTANTS</b>              | <b>SCOPE<br/>ELEMENT</b> |             | <b>ESTIMATED<br/>COST</b> |
| Aero-Graphics                       | 4                        |             | \$28,635.00               |
| Wilkinson Ferrari & Co.             | 5                        |             | \$17,250.00               |
| Gerhart Cole, Inc.                  | 7                        |             | \$11,500.00               |
| Consultant TBD (cultural inventory) | 6                        |             | \$23,000.00               |
| Consultant TBD (raptor surveys)     | 6                        |             | \$9,200.00                |
| <b>SUM</b>                          |                          |             | <b>\$89,585.00</b>        |
| <b>TOTAL PROJECT COST</b>           |                          |             | <b>\$253,000</b>          |

**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  
TERRY WILLIS

**PRICE CITY  
CITY COUNCIL MEETING  
AGENDA DOCUMENTATION**

|                           |  |
|---------------------------|--|
| Preparation Date: 9-7-16  | Submitting Department: Community Development |
| Meeting Date: 9-7-16      | Department Director: Nick Tatton             |
|                           | Presenter: Nick Tatton                       |
| Regarding: New Courthouse |  |

|  |  |
|--|--|
| <b>Subject:</b>                          | Building inspection agreement.   |
| <b>Purpose Statement:</b>                | Carbon County has requested that they will internally provide building inspection services for the new 7 <sup>TH</sup> District Courthouse and not need Price City to provide building inspection. Committing the terms of such an agreement and understanding to writing protects the interests of both parties.  |
| <b>Background &amp;/or Alternatives:</b> | Price City has the jurisdictional responsibility to ensure that the building is inspected. Price City can inspect, a third party can inspect or the County can inspect as long as the inspector is certified and qualified to complete the work. The fees that normally compensate the city for the inspection work have been waived in this instance as an Interlocal government courtesy, relieving Price City of the inspection requirement follows from that action. |
| <b>Attachments:</b>                      | 1. Copy of inspection agreement  |
| <b>Fiscal Impact:</b>                    | None.  |
| <b>Staff Impact:</b>                     | Moderate to administer agreement and incremental inspection of other systems by public works and the fire department.  |
| <b>Legal Review:</b>                     | Mr. Sampinos has reviewed the agreement and approved as to form.   |
| <b>Recommendation:</b>                   | It is the recommendation of staff to authorize the agreement.  |
| <b>Suggested Motion(s):</b>              | <ol style="list-style-type: none"> <li>1. Move to approve an agreement for building inspection services to be completed during the construction of the 7<sup>th</sup> District Judicial Courthouse located at 120 E Main Street, Price, Utah.</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 as contemplated.</li> </ol>                       |
| <b>Other Comments:</b>                   | None.  |

**AGREEMENT FOR BUILDING INSPECTION SERVICES TO BE COMPLETED  
DURING THE CONSTRUCTION OF THE 7<sup>th</sup> JUDICIAL DISTRICT COURTHOUSE  
LOCATED AT 120 EAST MAIN, PRICE, UTAH.**

**Purpose:** The purpose of this agreement is to establish the terms and conditions of an agreement between Price City and The Municipal Building Authority of Carbon County, Utah (hereinafter referred to as “the MBA”) for the performance of building inspection services for the 7<sup>th</sup> Judicial District Courthouse (Building) being constructed at 120 East Main by the MBA, utilizing an MBA vetted, selected and hired construction contractor and certified building inspector(s) employed by Carbon County or otherwise contracted with the MBA.

**Parties:** This contract is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and the MBA, 751 East 100 North, Price, UT 84501.

**Term:** The term of this agreement commences on September 28, 2016 and will terminate upon final inspection and issuance of a Certificate of Occupancy for the Building. This agreement may be amended or canceled by either party by giving the other party thirty (30) days written notice of such amendment or cancellation. Any amendment or cancellation, prior to occupancy of Building, must be agreed to in writing by both parties and attached to this agreement as **Exhibit 1**. Incremental inspection reports and the final inspection report and Certificate of Occupancy shall be attached to this agreement in chronological order as **Exhibit 2**.

The parties identified above hereby agree to the following:

**MBA Shall:**

- At its sole cost, expense, and time, provide all necessary and required certified building inspection services for Building, including employment of and contracting with any and all special inspectors necessary to achieve issuance of a Certificate of Occupancy from Carbon County.
- Request inspection from City Public Works Department for all utility and public infrastructure connections, construction and installations, including but not limited to street development and restoration, curb, gutter, sidewalk, electrical service connections, water service connections, fire department connections and hydrants, sewer service connections, and storm water conveyance system connections.
- Provide access to fire safety systems for inspection by the Price City Fire Chief. A fire safety sprinkler system review and fire alarm plan review shall be performed by a qualified third party, and said reports shall be submitted to Price City and Carbon County Fire Warden. Price City Fire Chief and Carbon County Fire Warden shall be present on site for fire suppression system and alarm system testing.
- Provide copies of all incremental progress inspection reports and findings to City Building Inspector, including a copy of the final inspection and the Certificate of Occupancy. **MBA shall require its inspector to provide a carbon copy of the inspection reports to City at the same time it provides the reports to MBA.**
- Provide City with a copy of final “as built” Building plans and development site plans at the time of occupancy.

- Hold City harmless from any and all liability or other claims arising from Building inspection services provided by County at Building, including but not limited to claims arising out of its use and occupation, or use and occupation of Building by any tenant of MBA or Carbon County, of the site and the Building, natural hazard mitigation efforts, Building structural deficiencies, and Building and site maintenance and operation.
- Correct any material Building deficiencies discovered by City while assisting with or participating in inspections at the MBA's or the County inspectors' request. Within a reasonable time period, the MBA shall make such corrections.

City Shall:

- Issue a building permit consistent with Price City ordinances and State code, and not, unless specifically requested in writing by the MBA or the County, provide any building inspection services at Building associated with the building permit. City shall not provide any direction or comment to contractor(s) employed by the MBA involved with construction of Building unless requested to do so by the MBA or by County inspectors.
- Provide fire safety evaluation of fire suppression equipment installation, alarm, etc. Conduct fire pre-planning to familiarize firefighters with the building features and systems.
- Provide a listing of recommended and licensed fire suppression system engineers for the system plan review, if requested.
- Assist with building inspection services from time-to-time to support County inspectors as a professional courtesy, if requested by County inspectors or the MBA.
- Receive a copy of all incremental progress inspection reports, including the final inspection report and Certificate of Occupancy. Said reports shall verify that the Building meets minimum Price City and current IBC standards (2015 IBC). City shall provide comments if necessary.
- Complete a courtesy Building, site, and infrastructure inspection at time of issuance of Certificate of Occupancy and provide comments to the MBA and the County inspectors regarding any deficiencies noted. The findings of said courtesy inspection shall not be grounds for delay or denial of a Certificate of Occupancy.

**SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

Price City

The Municipal Building Authority of Carbon  
County, Utah

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

\_\_\_\_\_  
By Casey Hopes, Chairman

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

\_\_\_\_\_  
Seth Oveson, MBA Clerk

**EXHIBIT 1**  
**AMENDMENTS TO, OR CANCELLATIONS OF THIS AGREEMENT**  
**DOCUMENTATION, IF ANY.**

**EXHIBIT 2**  
**COPIES OF INCREMENTAL INSPECTION REPORTS AND FINAL INSPECTION**  
**REPORT, CERTIFICATE OF OCCUPANCY FOR BUILDING.**

## AFTER SCHOOL MEAL PROGRAM SPONSOR PRE-APPROVAL OF FACILITY REVIEW

(The intent of the pre-approval is to see that all procedures are or will be in place to ensure Program compliance. Meals and meal counts should be observed, as well as the after school educational/enrichment activities.)

|  |  |                                  |           |            |                 |
|--|--|----------------------------------|-----------|------------|-----------------|
| Sponsor Name<br>Utah Food Bank   |  | Name Of Reviewer<br>Megan Carson |           |            |                 |
| Facility Name & Address:<br>Price City Library, 159 East Main, Price, UT 84501   |  | Date Of Review:<br>July 20, 2016 |           |            |                 |
| Person(s) Interviewed:<br>Norma Procarione   |  | Review Period:<br>11-12          |           |            |                 |
| Meals to be served: <input type="checkbox"/> snack <input type="checkbox"/> supper <input type="checkbox"/> other if during holiday or weekend during school year (one snack and one meal may be served) |  |                                  |           |            |                 |
| <b>Afterschool Program</b>   |  | <b>YES</b>                       | <b>NO</b> | <b>N/A</b> | <b>COMMENTS</b> |
| 1.   | Is after school program:   |                                  |           |            |                 |
|  | a. Operating after school hours?   | x                                |           |            |                 |
|  | b. Adequately supervised?  | x                                |           |            |                 |
|  | c. Structured and organized?   | x                                |           |            |                 |
|  | d. Regularly scheduled?  | x                                |           |            |                 |
| 2. Describe the educational/enrichment activities being offered.<br>Story Time -- Reading      NEW SITE  |  |                                  |           |            |                 |
| <b>Meal Preparation and Documentation</b>  |  |                                  |           |            |                 |
| 3.   | Type of meal preparation?<br><input type="radio"/> Central Kitchen <input type="radio"/> On-site (self-prep) <input type="radio"/> FSMC  |                                  |           |            |                 |
| 4.   | If central kitchen or FSMC, are menus available?<br>If yes, complete the following   | X                                |           |            |                 |
|  | a. Are transport sheets/ and detailed menu records in place containing components and portion sizes, number sent, number received, number of children served, number of adult served (if any) . (Recommend having a signature of receiving person).  | X                                |           |            |                 |
| 5.   | Does staff have current food handler's permits?  |                                  | X         |            |                 |
| 6.   | If self prep., is facility currently serving meals or snacks?<br>If yes, complete the following:   | X                                |           |            |                 |
|  | Are daily dated snack/ meal records kept with<br>a. detailed menu showing components and portion sizes<br>b. changes or substitutions noted<br>c. number of planned servings<br>d. number of children served<br>e. number of adults served (if applicable)<br>e. Are proper food handling procedures followed when preparing and serving food? | X                                |           |            | NEW SITE        |

| MEAL OBSERVATION  |            |     |     |                  |
|---|------------|-----|-----|------------------|
| Meal observed: B A L P D E Time of observed meal: _____ Approved time for meal: _____ 20(k)   |            |     |     |                  |
| (Only snack and dinner is allowable when school is in session; snack must be after school during after school program. A different meal or snack is allowed during holidays and weekends during the school year.) |            |     |     |                  |
| Components  | Food Items | 1-2 | 3-5 | 6 years or older |
| Milk  |            |     |     |                  |
| Meat/Meat Alternate   |            |     |     |                  |
| Fruit/Vegetable   |            |     |     |                  |
| Fruit/Vegetable   |            |     |     |                  |
| Grain/Bread   |            |     |     |                  |
| Other   |            |     |     |                  |
| Comments:<br>NEW SITE   |            |     |     |                  |

|    |   |   |  |  |
|----|---|---|--|--|
| 7. | Was meal served <input type="checkbox"/> pre-plated or <input type="checkbox"/> family style?                   |   |  |  |
| 8. | If family style, was enough food available at each table to offer the correct portion size to all participants? | X |  |  |

| Civil Rights           |   |            |   |  |
|------------------------|---|------------|---|--|
| 9.                     | Have the "and Justice For All" poster and Building for the Future posters been posted where the public can see them? (If not, post during pre-approval visit.)  |            |   |  |
| 10.                    | Is there a written procedure in place to accept civil rights complaints?<br>a. Has the facility ever had a civil rights complaint?<br>b. If the facility received a complaint would they forward it to the sponsor (part of procedure)? | X<br><br>X | X |  |
| 11.                    | Have facility personnel received civil rights training during preapproval training?   | X          |   |  |
| Additional Information |   |            |   |  |
| 12.                    | Has current WIC information been posted where it is visible to the <input type="checkbox"/> public, or is it distributed to all <input type="checkbox"/> attendees?   | X          |   |  |
| 13.                    | Is license current and posted? Or if license exempt, is self-certification checklist been completed along with fire and health inspections?   | X          |   |  |
| 14.                    | Is facility in compliance with license or other (as per fire inspector) registered capacity?  | X          |   |  |
| Training               |   |            |   |  |
| 15.                    | Has pre-approval training been given to all staff who will be participating in any way with the ASMP?   | X          |   |  |
| Claim                  |   |            |   |  |
| 16.                    | Will the facility claim no more than one snack and one  | X          |   |  |

|     |  |   |  |  |  |
|-----|--|---|--|--|--|
|     | meal per child?<br>(snack and/or supper on school days; may be a different meal on vacation or weekend days)   |   |  |  |  |
| 17. | Will the facility serve snacks or meals only to children ages 18 and under and to students turning 19 during the school year or mentally or physically disabled students 18 years of age or younger? | X |  |  |  |
| 18. | Does facility keep a daily attendance roster or sign in sheet of enrolled/attending children?  | X |  |  |  |
| 19. | Does the facility collect daily attendance separate from meal counts?  | X |  |  |  |

If the answer is NO to any of the above questions, there is a problem that must be corrected prior to approving for the ASMP.

|                       |                                |       |
|-----------------------|--------------------------------|-------|
| ADDITIONAL COMMENTS   |                                |       |
| NEW SITE              |                                |       |
| Name:<br>Megan Carson | Signature of Reviewer/sponsor: | Date: |
| Name:                 | Signature of Site Manager:     | Date: |

**AGREEMENT BETWEEN THE SPONSORING ORGANIZATION  
AND UNAFFILIATED FACILITY FOR PARTICIPATION  
IN THE ASTER SCHOOL “AT RISK” MEAL PROGRAM  
Child and Adult Care Food Program, Child Nutrition Programs**

This Agreement is entered into between

|   |       |     |   |       |
|---|-------|-----|---|-------|
| Sponsoring Organization:<br>Utah Food Bank                  | Date: | and | Facility:<br>Price City (Library)                     | Date: |
| Complete Address:<br>3150 S. 900 West<br>Salt Lake City, UT |       |     | Complete Address:<br>159 East Main<br>Price, UT 84501 |       |

In order to carry out the purposes of the National School Lunch Act and the Child Nutrition Act, as amended, and the Regulations governing the Child and Adult Care Food Program /After School Meal Program (hereinafter, “Program”) issued thereunder (7CFR Part 226), the Utah State Office of Education (hereinafter, “USOE”), this **AGREEMENT** specifies the rights and responsibilities of both the Sponsoring Organization and Facility named above as participants in the United States Department of Agriculture’s (USDA) After School “At Risk” Meal Program (ASMP) section of the Child and Adult Care Food Program, hereafter referred to as the Program.

**THE RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION:**

1. In accordance with Program regulations, the sponsoring organization (hereafter referred to as the SO) agrees to:
  - a. Train all staff prior to participation.
  - b. Respond to the Facility’s request for technical assistance.
  - c. Monitor the Facility at least three times a year as required by Program regulations.
  - d. Distribute reimbursement payments to each Facility within 5 working days of receipt of funds from the Utah State Office of Education/State Department of Finance which may not exceed documented Program costs.
  - e. Provide Program services such as training, technical assistance, and claim submission, free of charge.
2. The SO, the State Agency (SA), the USDA and other State and Federal officials have the right to visit the Facility (unannounced or announced) to review meal service and records during hours of operation. Any such persons making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
3. Maintain responsibility for administrative and financial Program operation and participation.
4. Maintain documentation to verify claims and that only one snack and one meal per participant is claimed.
5. The SO may terminate this agreement with the Facility for cause or convenience as stipulated by the Utah State Office of Education and the USDA.
6. Conducts the Program only with Facilities operating in attendance areas served by a qualifying school and maintain such documentation as required by 7 CFR 226.
7. Comply with all requirements of 7 CFR Part 226.

**THE RIGHTS AND RESPONSIBILITIES OF THE FACILITY:**

1. Agrees to follow all federal, state and sponsor policies under the Program and comply with all requirements of 7 CFR Part 226.
2. Will attend Program training presented by the SO concerning Program operations.
3. Allow representatives from the SO, state officials, and the USDA to visit the Facility during its hours of operation for the purpose of reviewing Program operations.
4. Agrees it will serve the same snacks and meals to all attending children/students age 18 and under at the start of the school year, regardless of race, color, national origin, sex, age, or disability and not exclude such from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity.
5. Will claim only qualified snacks and meal served solely as part of an After School “At Risk” Meal Program, with the Facility providing regularly-scheduled educational or enrichment activities in an organized, structured, and supervised environment.
6. Not charge separately for snacks and meals or require the child/student’s parent/guardian to provide any part of the snack or meal.
7. Document and maintain the attendance of individual children/students on any given day.
8. Count and record the total number of snacks and meals served each day at the time they are served.
9. Submit monthly reports which include meal records, the roster of students attending each day, and the number of snacks and meals served each day, must be submitted to the SO by the \_\_\_\_\_ calendar day of the month following the month being claimed. Claims will not be accepted after 60 days from end of the month being claimed
8. Maintain Program documents for three years plus the current year.
10. Claim reimbursement for no more than one snack and one meal per child per day.

11. Claim only those after school snacks and meals served on school days (except on weekends and holidays, when one snack and one meal may be served at any time of day) during the regular school year).
12. Count only those only those snacks and meals served during After School “At Risk” Meal Program that meet the meal pattern for supplements as set forth in 7 CFR Part 226.20 and which are served on-site at the Facility.
13. Maintain licensing or health and fire inspections when license exempt or be located in regularly operating school. Revocation of the license or uncorrected health and fire inspection deficiencies will result in the Facility being unable to participate until the resolution of those issues. Termination of the license or uncorrected health and fire inspection deficiencies may lead to serious deficiency, termination, and placement on the national disqualified list.
14. Meet any state or local licensing, health and safety requirements for serving food, including County or Health Department certification and maintenance of food handler’s permits.
15. Immediately notify the SO of a location change of the Facility or any changes in the administrative staff and contact personnel.
16. Acknowledge that failure to comply with the requirements set forth in this Agreement may lead to re-claiming of funds received for meals served in error, serious deficiency declaration and /or termination and placement on the National Disqualified List.
17. Certifies that neither the Facility nor any of its principals, in the last seven years, has been disqualified from participation in any other publicly funded Program due to inability to correct serious deficiencies and understands that providing false information regarding this issue will cause the Facility and its principals to be placed on the National Disqualified List and may subject it/them to other applicable civil or criminal penalties.
18. Certifies that none of the Facility’s principals, in the last seven years, has been convicted of any criminal activity that indicates a lack of business integrity as defined in 7CFR Part 226.6(b)(14) and understands that providing false information regarding this issue will cause the Facility and its principals to be placed on the National Disqualified List and may subject it/them to other applicable civil or criminal penalties.
19. The Facility may terminate participation with the sponsor at anytime; however, if the Facility has been determined to be seriously deficient in the operation of the Program and terminates this agreement prior to administrative review; the Facility understands that they may be added to the National Disqualified list.

*By signing this **Agreement** I hereby certify I understand this Facility is receiving Program benefits under the After School “At Risk” Meal Program section of the Child and Adult Care Food Program. I certify that this Facility will comply with the Program requirements outlined in this Agreement. I understand operation of this Program is in connection with the receipt of federal funds and that state or USDA officials may verify information. I also understand Program payments are conditional contingent upon the availability of federal funds and that this agreement is considered permanent. Deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. I understand I have the right to request an administrative review for proposed termination or if a SO suspends participation due to health and safety concerns.*

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

Authorized Signature of Facility Representative

Date

Authorized Signature of Sponsor Representative

Date

Print Name and Title

Megan Carson

Print name

Birth date of Authorized Representative

\*Signatures must be of individuals authorized to commit the Sponsor and/or Facility to financial responsibility for Program operation.





|  |  |
|--|--|
|  |  |
|  |  |

## Civil Rights Compliance Information

Sponsor name: Utah Food Bank Contact person: Megan Carson

Sponsors and facilities are required to follow certain civil rights laws as part of CACFP participation. Participants and the public must be notified of the civil rights requirements.

a. **No** Yes Has the sponsor ever been found out of compliance with federal civil rights laws or regulation by federal agencies?

If yes explain

b. No **Yes** Does the sponsor accept all participants regardless of race, color, national origin, age, sex, or disability?

If no, explain:

c. **No** Yes The sponsor will collect and keep racial and ethnic information on enrolled participants and update this information at least annually.

How will this be done?

D. No **Yes** Participants and the public will be notified of the civil rights requirements, both in written material that is distributed, and with the ... and Justice for All poster posted in a conspicuous place.

On the attached page, enter the numbers (not percentages) of enrolled participants by race and ethnicity for each of the facilities (sites) for which application is being made.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Civil Rights Training for staff who Assist with the Child and Adult Care Food Program

(Place a checkmark in the box next to each statement below to indicate you have read and understand the statement.)

- Goals of civil rights:
  - X Provide fair and equal treatment of participants.
- Legal prohibitions:
  - X Discrimination is prohibited on the basis of race, color, national origin, age, sex, and disability.
- Other requirements
  - X Treat all people with dignity and respect.
    - X Display the USDA “And Justice for All...” non-discrimination poster where visitors and parents can easily notice and read it.
  - X Collect racial/ethnic data
    - X Discrimination complaints from individuals will be handled by Site Manager and all information will emailed to [kerrid@utahfoodbank.org](mailto:kerrid@utahfoodbank.org) at the Utah Food Bank
  - X Advise people who allege discrimination how to file a complaint. Must do so within 180 days of the incident. If submitted to the institution, it will be immediately forward to USOE or USDA, Department of Agriculture, Director, Office of Adjudication. The sponsor or institution will handle anonymous complaints in the same manner as other non-anonymous complaints.
    - Utah State Office of Education, Director of Child Nutrition Programs 250 East 500 South, PO Box 14400, Salt Lake City Utah 84114 or
    - USDA, Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)
    - Make sure to accommodate people with disabilities. Individuals who are deaf, hard of hearing or have a speech disabilities may contact USDA through the federal relay service at (800)877-8339 or (800)845-6136 (Spanish)
- X If a conflict occurs, remain calm. Call for assistance immediately if you feel threatened. Consider mediation or a third party to help resolve the situation.

Checklist reviewed by \_\_\_\_\_ on \_\_\_\_\_

Name (sign)

Date

\_\_\_\_\_  
Name (printed)

## Ethnicity and Race of Site Enrollees

Enter information as numbers, not percentages

Name of site: Price City Library

### Ethnic makeup of participants (numbers) Numbers must equal racial makeup

| Hispanic or Latino | Not Hispanic or Latino |
|--------------------|------------------------|
| 1152               | 7433                   |

### Racial makeup of participants (numbers) Numbers must equal ethnic makeup

| American Indian or Alaskan Native | Asian | Black or African American | Native Hawaiian or other Pacific Islander | White |
|-----------------------------------|-------|---------------------------|---|-------|
| 115                               | 163   | 134                       | 7   | 8166  |



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

## Utah Department of Health

Joseph Miner, MD  
Executive Director

### Division of Family Health and Preparedness

Marc E. Babitz, MD  
Division Director

### Bureau of Child Development

Teresa Whiting  
Bureau Director

September 01, 2016

Price City Library  
159 E Main St  
Price, UT 84501

### RE: VERIFICATION OF LEGALLY EXEMPT STATUS

Price City Library:

Based on the information you submitted and/or an on-site visit, Child Care Licensing Program has reviewed your services for children. Pursuant to Utah Code 26-39 and Utah Administrative Code R430-8, we have determined that the services you currently provide do not require a child care license from the Utah Department of Health because:

– The care you provide is not for direct or indirect compensation.

The effective dates of your of legally exempt status are September 01, 2016 to September 30, 2017.

If the services you are providing change, you may be required to obtain a child care license or certificate. You should contact your local city or county to determine if they require a business license for the type of services you provide.

If you have any questions, feel free to call me at 801-860-2760.

Sincerely,  
Donna Thomas  
LE Program Manager, Child Care Licensing Program



Telephone (801) 273-2903 . Toll Free 1-800-883-9375 . Facsimile (801) 237-0749  
PO Box 142000, Salt Lake City, UT, 84114-2000



# UTAH FOOD BANK

## KIDS CAFE MEMBER AGENCY APPLICATION

### PROGRAM INFORMATION

Organization Name: Price City (Library)  
 Address: 159 East Main  
 City: Price State: UT Zip: 84501

Mailing Address (If different than physical):  
 \_\_\_\_\_

Primary Contact: Norma Procarione Phone: (435) 636-3188  
 Primary Contact Fax: (435) 636-3188 Cell: \_\_\_\_\_  
 Primary Contact Email Address: normap@priceuah.net  
 Alternate Contact: \_\_\_\_\_ Alternate Contact Phone: \_\_\_\_\_

### ABOUT YOUR PROGRAM

Is your program based in a: School Church Non-Profit Organization Other: public library

Describe what service(s) your program provides: After school snacks for children 0-18 years of age

How long has your program been operating? Two(2) summers

Days and hours of program operation (not just Kids Cafe operation) Library operating hours: Monday-Friday 8:00 am - 7:00 pm ; Saturdays 9:00 am - 12:00 pm

Expected days and hours of Kids Cafe operation: Mondays 2:00-3:00 ; Tuesday-Fridays 3:00-4:00 pm

Expected number of meals to be served daily: 10

### FOOD AND STORAGE INFORMATION

What are your current food sources? \_\_\_\_\_

**The information provided in this application is true and correct to the best of my knowledge.**

Agency Representative Signature: \_\_\_\_\_ Date of Application: \_\_\_\_\_

**KIDS CAFE MEMBER AGENCY AGREEMENT FORM**

As stated in Section V of the Kids Cafe Member Agency Application Packet (KCMAAP), the member agency must be in compliance with the following conditions. Failure to comply with any of these requirements may result in the agency’s suspension of service or termination from Utah Food Bank (UFB).

\_\_\_\_\_ Price City (Library) \_\_\_\_\_ (Organization), hereby agrees to:

- Remain in good standing with UFB complying with all applicable Federal, State, and local statutes.
- Serve healthy, nutritious meals to children free of charge a minimum of 26 weeks per year.
- Conduct National Background Searches for staff and volunteers with direct recurring contact with children and graciously refuse assistance from those who do not pass the background check.
- Coordinate an adult-to-child ratio of at least 2 adults per 25 children at all times the Kids Cafe program is in operation.
- Provide enrichment activities as follows:
  - i. Nutrition Education a minimum of once per month or a minimum of nine lessons within a school year (UFB can offer materials, support, and some training for these classes)
  - ii. Academic and/or recreational activity each day the Kids Cafe is open.
- Provide at least one meal per child each time the program is operating.
- Submit monthly summary reports by the 5<sup>th</sup> calendar day of the following month.
- Abide by UFB and CACFP program standards.
- Require staff to attend Kids Cafe-related trainings offered by UFB.
- Maintain all Kids Cafe-related records for 3 years plus the current year.
- Allow UFB and CACFP staff to monitor the program on an ongoing basis.
- Confirm that product received from UFB is used solely to assist the ill, the needy and children..
- Be an equal opportunity employer and provide services in accordance with Federal law and U.S. Department of Agriculture policy. This institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, or disability.
- Meet health department regulations.
- Provide UFB a copy of current County or Health Department certificate, and maintain copies of food handlers permits for all staff members.
- Be able to serve food in a sanitary environment, and comply with local, state and federal regulations.
- Product obtained from or reimbursed by UFB must be used and distributed with strict adherence to the policies of UFB and Feeding America.
- Maintain and report accurate records as also stated in section V of the KCMAAP.
- Notify UFB at least three (3) days prior to any scheduled agency closure.
- Notify UFB immediately if:
  - . the agency contact person is changed
  - i. location changes and/or additional locations are added
- Accommodate no less than one monitoring visit a year by a UFB representative.
- Attend Kids Cafe-related training sessions and workshops provided by UFB.
- Abide by Utah’s Good Samaritan Act, as described in section XII of the KCMAAP.
- Understand the terms and conditions stated and agree that non-compliance with any of these requirements might jeopardize the member agency’s affiliation with Utah Food Bank.

Director or Authorized Representative (printed name) \_\_\_\_\_

Director or Authorized Representative’s Signature \_\_\_\_\_ Date \_\_\_\_\_

UFB Authorization (printed name) \_\_\_\_\_ UFB Title \_\_\_\_\_

UFB Authorization Signature \_\_\_\_\_ Date \_\_\_\_\_



Sherrie Gordon &lt;sherrieg@priceutah.net&gt;

---

**City Council Agenda**

1 message

---

**Jennie Olson (DHS)** <jennieolson@utah.gov>

Fri, Sep 2, 2016 at 2:26 PM

To: Shemie Gordon &lt;shemieg@priceutah.net&gt;

I would like to be put on the agenda for the next City County meeting to request permission to place crosses at the Peace Garden during the month of October in remembrance of individuals who have died as a result of domestic violence.

Historically, it has just been put on the agenda for the Commission to approve without having someone at the meeting. Please let me know what I need to do. THANKS!

Jennie Olson, BSHS  
Shelter Caseworker & Eastern Region DV Contract Coordinator  
"Make each day a sunshine day"



## 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>LOVE FIT STUDIO, LLC</u>   |                       |                           |
| If Name Change, list previous name:  |                       |                           |
| Business Address:<br><u>264 S. Carbon Ave.</u>   |                       | Suite/Apt. No.:           |
| City:<br><u>Price</u>  | State:<br><u>Utah</u> | Zip Code:<br><u>84521</u> |

Opening Date: 9.1.16 Business Hours: From 12:00pm To 8:00pm  M  T  W  TH  F S SU (please circle)

Detailed Description of Business:

offer fitness classes including Zumba, WEEQ, ABS, Lower Body,



## 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:  New Business  Location Change  Name Change  Ownership Change

Business Name (include DBA): American Supports One, LLC

If Name Change, list previous name:

Business Address:

214 East 100 North Price, Utah

Suite/Apt. No.:

City: Price

State: Utah

Zip Code: 84501

Nature of Business:  Manufacturing  Retail  Wholesale  Services  Other: Adult Disabled Services

Opening Date: Sept. 12, 16 Business Hours: From 08:00 To 16:00 M T W TH F S SU (please circle)

Detailed Description of Business: Support services for disabled adults. Day programming centered on personal support plans.

# Price City Police Department Travel Request and Authorization

Date: Sept. 6, 2016

Employee: Andrew Olson

Purpose of Travel: Defensive Tactics Instructor (second half)

Agency Sponsoring Activity: POST

Destination: Salt Lake City, Utah

Dates employee will be involved in training (include travel time): Nov. 14-18, 2016

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

## Method of Travel:

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

Meals: Nov. 13 (\$16); five days at \$39 \$ 211.00

Lodging: POST dorms \$ \_\_\_\_\_

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

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

**Total (estimate):** \$ 211.00

\*\*\*\*\*

Submitted by: Chief Kevin Drolc

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



# Training & Events

## Training Event Details

### POST Defensive Tactics Instructor - FY16 Defensive Tactics Instructor Phase II

The Defensive Tactics Instructor course

The Defensive Tactics Instructor course is for those officers who are POST certified Defensive Tactics Instructor, and need recertification.

-Successfully complete "Phase 1" (Spring) and "Phase 2" (Fall), 40 hour defensive tactics instructor courses.

-Instruct 40 hours of defensive tactics techniques under the supervision of a current POST certified defensive tactics instructor.

-Officers beginning the program must attend the spring course first and the fall course second. Defensive Tactics Instructor certification is valid for three years.

-Once certified as an instructor, the officer will need to return every three years for a recertification course.

|                               |   |
|-------------------------------|---|
| <b>Training Dates</b>         | 11/14/2016 - 11/18/2016   |
| <b>Prerequisites</b>          | None Specified  |
| <b>Registration Dates</b>     | 11/15/2015 - 11/07/2016   |
| <b>Available Seats</b>        | 13  |
| <b>Hours</b>                  | 40h 0m  |
| <b>Fee</b>                    | None Specified  |
| <b>Training Location</b>      | Utah Peace Officer Standards and Training<br>410 West 9800 South<br>Sandy, UT 84070 |
| <b>Reporting Instructions</b> | None Specified  |

See the list of available training

Request Enrollment

# Price City Police Department Travel Request and Authorization

Date: Sept. 6, 2016

Employee: Brandon Rigby

Purpose of Travel: Emergency Vehicle Operations (EVO)

Agency Sponsoring Activity: POST

Destination: Salt Lake City, Utah

Dates employee will be involved in training (include travel time): Sept. 12-16, and 1 day  
the following week

**Method of Travel:**

City Vehicle

Personal Vehicle (gas)

**Meals:** Sept. 12-16, 2016 (lunch and dinner) \$ 174.00  
Following week for night drive (lunch and dinner)  
PO 34898

**Lodging:** Sept. 12-16, 2016 \$ 662.48  
PO 34899

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

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

**Total** \$ 836.48

\*\*\*\*\*

Submitted by: Chief Kevin Drolc

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

Attention Training Officer

**RE: BASIC EMERGENCY VEHICLE OPERATIONS COURSE**

September 12-16, 2016

Night Drives: September 19-22, 2016

Class will start at 1:00pm on September 12<sup>th</sup> in the EVO Range Classroom

Dear Supervisor,

This letter serves as a confirmation of the request for your officer to attend the above course. It will be held at the POST Emergency Vehicle Operations Range. The range is located at 11088 W 10400 North, Lehi (one mile south of Camp Williams on the east side of Redwood Road). Most people have trouble finding the range when entering the address into a GPS because it is an old county address. We recommend you GPS Camp Williams instead. Don't enter using the main base entrance but continue south on Redwood road until 2600 North Redwood Road in Lehi, turn East and watch on the left for the entrance to the DPS driving range. (See attached map)

Attendance to the classroom lecture and EVO web lessons are required in order to attend the rest of the course.

Your officer is required to complete and pass five web lessons BEFORE class on Monday. Below is the information regarding the website and Class ID. If your officer does not use this correct Class ID, they will be required to retake the lessons on the first day of class.

Students must use this link to get into the Web Evoc:

<http://evoc101web.com/new/login.php>

Class ID# SEPT2016

Student # (POST ID#)

Students are also expected to view the EVO Mock Pursuit Scenario training materials. These materials can be found on their POST portal account in ACADIS. Once in their account, they will click on the yellow folder that is directly to the right of the EVO Session listed under training. If they don't have a portal account set up, please have them contact POST.

Students will need to be in their academy uniform (t-shirt w/name on the back and BDU's) or department uniform. The lecture will run from 1:00 pm to as late as 11:00 pm on September 12<sup>th</sup> and will run from 7:00 am to as late 11:00 pm *September 13<sup>th</sup>-16<sup>th</sup>*, 2016. The scheduling of night drives will be decided the first day of class.

**All trainees are expected to have read their department's vehicle operations policy prior to the first day of class. Questions will be asked during the classroom lecture to determine whether or not the trainee has done so. Trainees must be prepared.**

If you would like to schedule a dorm for your officer, please contact Salt Lake Community College – Miller Campus at 801-957-5444. If your officer will be staying in the dorms, they will need to bring their own towels, linens and bedding.

If you have any technical problems or questions regarding the training please contact Doug Larsen at 801-633-2066.

**IF YOU HAVE NOT YET SUBMITTED AN APPLICATION FOR CERTIFICATION for your new officer, please do so on the Agency Form Center.**

Your 12 Sep 2016 Confirmation #82376558

1 message

Home2 Suites by Hilton Confirmed <home2suitesbyhilton@res.hilton.com>  
Reply-To: confirmationhelp@hiltonres.com  
To: "pricepolice@priceutah.net" <pricepolice@priceutah.net>

Tue, Sep 6, 2016 at 4:03 PM



Home2 Suites by Hilton Lehi/Thanksgiving Point  
3051 West Club House Drive, Lehi, UT 84043  
T: 1 801-753-5430

Sep. 12, 2016 – Sep. 17, 2016  
Confirmation Number: 82376558

UPDATE

*Brandon Rigby,*  
*see you on Sep 12, 2016*



***Your Room Information:***

1KG HEARING ACC STUDIO NS

**Rooms:** 1

**Guests:** 1 Adult

**Check In:** Sep 12 3:00 PM

**Check Out:** Sep 17 11:00 AM

***Your Rate Information:***

GOV CONTRACTOR RATE

**Rate per night :** 118.30 USD

**Total for Stay per Room**

**Rate:** 591.50 USD

**Taxes:** 70.98 USD

**Total:** 662.48 USD

**Total for Stay :** 662.48 USD

*Start Earning Free Hotel Stays. Joining is Free!*



**SIGN UP NOW**



*With Hilton HHonors membership and the app, trip planning is easy.*

- Check in & choose your room from a digital floor plan\*
- Book your stay with over 4,500 Hotels and Resorts



# Price City Police Department Travel Request and Authorization

Date: Sept. 12, 2016

Employee: Kevin Drolc

Purpose of Travel: Utah Chief's Mid-Winter Meeting

Agency Sponsoring Activity: Utah Chief's of Police Association

Destination: Layton, Utah

Dates employee will be involved in training (include travel time): Oct. 31-Nov. 1, 2016

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

## Method of Travel:

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

Personal Vehicle (gas)

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

Meals: Oct. 31 (\$16); Nov. 1 (\$16) \$ 32.00  
PO 34928

Lodging: Oct. 31 \$ 102.01  
PO 34929

Registration Fees: PO 34927 \$ 100.00

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

**Total (estimate):** \$ 234.01

\*\*\*\*\*

Submitted by: \_\_\_\_\_ Chief Kevin Drolc

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

UTAH CHIEFS OF POLICE ASSOCIATION  
MID-WINTER MEETING  
NOVEMBER 1, 2016  
REGISTRATION FORM

10-60-231

NAME: Kevin Droic

AGENCY: Price Police Dept

ADDRESS: 910 North 700 East

TELEPHONE: 435-636-3190

E-MAIL: pricepolice@priceutah.net

**The fee for this one day conference is \$100. Per attendee**

**Please complete this form and mail check to:**

**Chief Kim Hawkes  
North Park Police Department  
575 East 2500 North  
North Logan, Utah 84341**

UTAH CHIEFS OF POLICE ASSOCIATION  
MID-WINTER MEETING  
TUESDAY, NOVEMBER 1, 2016  
DAVIS CAMPUS OF WEBER STATE UNIVERSITY  
2750 UNIVERSITY PARKWAY  
LAYTON, UTAH  
AGENDA

8:00-8:30AM—WELCOME AND CHIEFS' BUSINESS

8:30-10:30AM—LEGISLATIVE ISSUES ( BREAK OUT GROUPS TO DEVELOP TALKING POINTS ON CENTRAL ISSUES FOR THE LEGISLATURE; AND, HOW TO WORK WITH LEGISLATORS)

10:30-11:00—BREAK

11:00-12:00 NOON—“NEXT GENERATION IDENTIFICATION”--- GREGORY SCARBORO AND JOSH CUTLER—FBI SPECIAL AGENTS

12 NOON- 12:45PM—LUNCH (PROVIDED)

12:45—2:45PM—“LEADING WITH CONVERSATION”—Dr. J'LEIN LIESE

2:45-3:15PM—BREAK

3:15- 5:00PM—“LEADING WITH CONVERSATION” CON'T.

5:00—WRAP UP AND CONCLUSION

**UTAH CHIEFS OF POLICE ASSOCIATION**  
**EXPANDED AGENDA FOR MID-WINTER MEETING**

**NOVEMBER 1, 2016**

**8:30-10:30AM--** We will briefly review the major issues with which we will be dealing this next legislative session. Then, we will break into work groups and each group will develop talking points on a specific issue. The intent of this approach is to prepare to testify on each issue as it is scheduled by the various legislative committees.

Last year, as we anticipate this coming session, numerous issues of importance were considered by the legislature. Without prior preparation, information and “talking points” we often had to rely on the same 4 or 5 chiefs to represent us. As we prepare this year, we need to have numerous chiefs with information and positions on the various topics ready to go before the appropriate committee. This will make it easier on those who are called upon (often on short notice) to represent the Association; and, hopefully, broaden the base of chiefs ready to respond.

**11:00-12:00 NOON—“NEXT GENERATION IDENTIFICATION”**—Today, the term “biometrics” is not limited to fingerprints. It also includes palm prints, irises, and facial recognition. In an effort to harness new technologies, and to improve the application of tenprint and latent fingerprint searches, the FBI’s Criminal Justice Information Services ( CJIS) Division developed and incrementally integrated a new system to replace the Integrated Automated Fingerprint Identification System (IAFIS). This new system, the Next Generation Identification (NGI), provides the criminal justice community with the world’s largest and most efficient electronic repository of biometric and criminal history information. Presented by FBI Agents Gregory Scarboro and Josh Cutler

**12:45-5:00PM—Dr. J’Lein Liese—**“ In law enforcement agencies, personnel often struggle with difficult conversations—especially in situations where decisions are challenged or when leaders have to give critical feedback to a member of their team. However, how law enforcement leaders handle conflict or potential conflict situations is the difference between being an average or a high performing organization.” This presentation/discussion provides law enforcement leaders with specific, effective, user-friendly tools for giving feedback, managing difficult people ( within the organization and with irate community stakeholders),

managing up—as well as many other challenging situations that are unique to the highly structured police department.

Dr. Liese is an international expert in leadership, strategy execution, communication, change management, and conflict resolution. She works extensively throughout the United States, Europe, Africa and the Middle East.

Her clients include numerous international organizations, the Department of Justice (FBI), Phoenix Police Department, and governmental entities throughout the World.



1 888 HOLIDAY

Booked on ihg.com

Your Confirmation Number is **66585397**

[PRINT CONFIRMATION](#)

### Hotel Information



**Layton-I-15**  
1695 Woodland Park Drive  
Layton , Utah  
United States 84041  
Hotel Front Desk: 1-801-7733773

### Hotel Stay Summary

**Check-In Date:** Mon Oct-31-2016                      **Check-Out Date:** Tue Nov-01-2016

**Room Type:** 1 KING BED WITH JETTED TUB NONSMOKING  
**Number of Rooms:** 1  
**Number of Persons:** 1 Adults 0 Children

### Car Reservation Summary

**Confirmation Number:**    **Reservation Assistance:** 800-654-2210  
**Pick-Up Date/Time:**    **Drop-Off Date/Time:**  
**Pick-Up Location:**    **Car Type:**  
**Estimated Total:** \$

### Reservation Price Summary

Best Price Guarantee – find a lower price for our hotels elsewhere and your first night is free.

|                                |                      |
|--------------------------------|----------------------|
| Average Nightly Rate           | <b>\$ 91.00 USD</b>  |
| <hr/>                          |                      |
| Price for 1 rooms 1 nights     | \$ 91.00 USD         |
| Total Tax ‡                    | \$ 11.01 USD         |
| <b>Estimated Total Price ‡</b> | <b>\$ 102.01 USD</b> |

**Please Note:**

- Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.
- ‡ As taxes and service charges may fluctuate from the time a reservation is made until the actual stay and during the actual stay, the Total Price is an estimate. Estimated price includes Room rate, Extra person charges, service charges, Total tax and Total hotel charges. Service charges are hotel-specific. Other hotel-specific charges may also apply. Check with hotel for details.
- As exchange rates may fluctuate from the time a reservation is made until the actual stay, the confirmed rate is guaranteed in the hotel's base currency.



Sherrie Gordon <sherrieg@priceutah.net>

---

## Consent Agenda Item- City Council

1 message

---

**Paul Bedont** <paulb@priceutah.net>  
To: Sherrie Gordon <sherrieg@priceutah.net>

Mon, Sep 19, 2016 at 11:14 AM

Consent agenda Item

Fire Department

Fire Chief requests permission to attend Fire / Hazmat training in Reno NV October 2-6, 2016. All expenses are covered, there will be no cost to Price City.

--  
**Paul Bedont**

Fire Chief  
Price City Fire Department  
(O) 435-636-3187  
(F) 435-636-3150  
fire@priceutah.net