

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



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City Council
RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSING
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 02/27/2019. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. OPENING REMARKS -
 2. PLEDGE OF ALLEGIANCE
 3. ROLL CALL
 4. SAFETY SECONDS - Councilmember Miller
 5. PUBLIC COMMENT
 6. CERTIFICATE OF ACHIEVEMENT - Carbon High School Lady Dinos Swim Team 3A State Champions.
 7. CERTIFICATE OF ACHIEVEMENT - Carbon High School Lady Dinos Swim Team Head Coach Allie Chamberlain named 3A Coach of the Year.
 8. SEWER CLEANING—Consideration and possible approval of contract with Twin “D” Inc. for biennial sewer cleaning in the amount of \$72,780 over two fiscal years. Bids were opened February 6, 2019. The bid results are as follows: Twin “D” Inc \$72,780; Waste & Water Logistics LLC \$73,920; Dr. Pipeline LLC \$79,010; and National Power Rodding \$271,750.
 9. RESOLUTION NO. 2019-05 - Consideration and possible approval of a resolution amending the Price Municipal Corporation job description for the position of Treasurer.
 10. RESOLUTION NO. 2019-06 - Consideration and possible approval of a resolution amending the Price Municipal Corporation job description for the position of City Recorder.
 11. RESOLUTION NO. 2019-07 - Consideration and possible approval of a resolution amending the Price Municipal Corporation job description for the position of (1) Director of Human Resources and Risk Management; (2) Community Director; (3) Customer Services Director; (4) Finance Director; (5) Fire Chief.
 12. RESOLUTION NO. 2019-08 - A resolution amending sections I, XVI, XVII, XIX and XXV of the Price City Personnel Policies and Procedures Manual.
 13. RESOLUTION NO. 2019-09 - A resolution establishing a policy for City baseball field and property, maintenance, operations and facility use.
 14. EQUIPMENT LEASE AGREEMENT - A resolution approving the form of the Lease/Purchase Agreement with Zions Bancorporation, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.
 15. UTAH OUTDOOR RECREATION GRANT FOR THE DINO-MINE PUMP PARK - Consideration and possible approval to submit the grant.
- CONSENT AGENDA
16. MINUTES

- a. February 13, 2019 City Council Workshop
- b. February 13, 2019 City Council Meeting
- 17. PUBLIC HEARING - Authorization to set a Public Hearing on March 13, 2019, at 5:30 p.m. to receive public comment on the Fiscal Year 2018-2019 mid-year budget revision.
- 18. FIRE DEPARTMENT - Consideration and possible approval to hold the annual Carbon County Humane Society Green Eggs & Ham Breakfast fundraiser on Saturday, March 16, 2019 at the Price City Fire Station from 9:00 A.M. - 11:00 A.M.
- 19. BUSINESS LICENSE - Consideration and possible approval of a business license for Bonneville Asphalt & Repair LLC, 1830 S 200 S, Lindon, UT.
- 20. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Nick Tatton, Community Director/Human Resources Director, Olympus Risk Management Conference, March 27, 2019, Salt Lake City, UT
Kevin Drolc, Police Department - Utah Chiefs of Police Conference, March 25-28, 2019, St. George, UT
Nick Tatton, Community Director/Human Resources Director, Governors Economic Summit, May 17, 2019, Salt Lake City, UT
- 21. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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



Price City Proudly Recognizes:

Lady Dino's Swim Team

SWIM TEAM

3A STATE SWIM TITLE





Price City Proudly Recognizes:

Allie Chamberlain

Allie Chamberlain

3A COACH OF THE YEAR



DOCUMENT 00 52 00
AGREEMENT
(Price City – Sewer Cleaning)
#3C-2019

PART 1 GENERAL

1.1 SERVICE PROVIDER

A. Name: _____

B. Address: _____

C. Telephone: _____

1.2 OWNER

A. The name of the OWNER is **Price Municipal Corporation; 185 East Main, Price, Utah 84501.**

1.3 CONSTRUCTION CONTRACT

A. The SERVICE PROVIDER will commence and complete the construction of:

Price City Sewer Cleaning (#3C-2019)

B. The SERVICE PROVIDER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Base Bid—Schedule A:

Approximately 128,000 linear feet of sewer pipeline cleaning generally North of Main Street using specialized water flushing and cleaning equipment as part of year one. All work on Schedule A must be finished before June 30, 2019.

Price City may elect to extend the contract for an additional year to clean sewer main lines South of Main Street (approximately 68,000 linear feet of sewer) using specialized water flushing and cleaning equipment. This additional work would start no sooner than July 1, 2019 with substantial completion occurring not later than October 31, 2019.

1.4 ENGINEER

- A. Price City Engineer, the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The SERVICE PROVIDER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein
- B. The Schedules of Prices awarded from the Bid Schedule (Document 00 41 43) are as follows.
- A. **Approximately 128,000 linear feet of sewer pipeline cleaning generally North of Main Street using specialized water flushing and cleaning equipment as part of year one (finish before June 30, 2019).**
- B. **Approximately 68,000 linear feet of sewer pipeline cleaning generally South of Main Street using specialized water flushing and cleaning equipment. This additional work would start no sooner than October 31, 2019.**
- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:
- **Schedule A:** _____ **Dollars and cents (\$ _____)**
 - **Schedule B:** _____ **Dollars and cents (\$ _____)**

2.2 CONTRACT TIME

- A. The Work on Schedule A will be completed by June 30, 2019 and October 31, 2019 for Schedule B.

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. SERVICE PROVIDER agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. SERVICE PROVIDER and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof

of damage or specific financial loss for late completion, SERVICE PROVIDER agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Two Hundred dollars and Zero cents (\$ 200.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Interruption of Public Services:**

No interruption of public services shall be caused by SERVICE PROVIDER, its agents or employees, without the ENGINEER's prior written approval. OWNER and SERVICE PROVIDER agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages. One Hundred dollars and Zero cents (\$ 100.00) for each day or part thereof of any utility interruption caused by the SERVICE PROVIDER without the ENGINEER's prior written authorization.

- B. **Deduct Damages from Moneys Owed SERVICE PROVIDER:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the SERVICE PROVIDER. To the extent that the liquidated damages exceed any amounts that would otherwise be due the SERVICE PROVIDER, the SERVICE PROVIDER shall be liable for such amounts and shall return such excess to the OWNER.

2.4 **Payment**

- A. SERVICE PROVIDER shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment)
- B. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project.

2.5 **CONTRACT DOCUMENTS**

- A. This AGREEMENT which contains the following documents
- a. Agreement
 - b. Bid Schedule
 - c. Measurement and Payment Schedule
 - d. Notice of Award
 - e. Certificate of Liability Insurance and Workman Compensation Insurance
 - f. Notice to Proceed (format of document only)
 - g. Application for Payment (format of document only)
- B. Other Documents which are applicable to this agreement are:
- a. Instruction to Bidders
 - b. Invitation to Bid

- c. Project Manual
- d. Project Plans
- e. Special Provisions to the Standard Specifications
- f. Supplemental Plans
- g. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- h. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- i. Addenda
No. _____, Dated _____, 2019
- j. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed
 - ii. Work Change Directives
 - iii. Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and SERVICE PROVIDER execute this Agreement and declare it in effect as of the ____ day of _____, _____.

3.2 OWNER'S AND SERVICE PROVIDER'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation
 By: _____
 Name: Michael Kourianos
 Title: Mayor

[CORPORATE
SEAL]

Attest: _____
 By: Sherrie Gordon
 Title: City Recorder

SERVICE
PROVIDER: _____
 By: _____
 Name: _____
 Address: _____

[CORPORATE
SEAL]

Attest: _____
 By: _____
 Title: _____

END OF DOCUMENT

Bid Abstract

Price City Sewer Cleaning

#3C-2019

Bid Opening at 3 PM February 6, 2019



Bid Schedule A: North of Main Street--FY 2018-2019

Pipe Size	Quantity	Unit	Twin "D" Inc.		Waste & Water Logistics, LLC		Dr. Pipeline, LLC		National Power Rodding	
			Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item
15 Inch	0	feet	\$ 0.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inch	3,000	feet	\$ 0.41	\$ 1,230.00	\$ 0.40	\$ 1,200.00	\$ 0.50	\$ 1,500.00	\$ 1.00	\$ 3,000.00
10 Inch	20,000	feet	\$ 0.38	\$ 7,600.00	\$ 0.38	\$ 7,600.00	\$ 0.45	\$ 9,000.00	\$ 1.00	\$ 20,000.00
8 Inch	65,000	feet	\$ 0.37	\$ 24,050.00	\$ 0.38	\$ 24,700.00	\$ 0.40	\$ 26,000.00	\$ 0.75	\$ 48,750.00
6 Inch	40,000	feet	\$ 0.35	\$ 14,000.00	\$ 0.35	\$ 14,000.00	\$ 0.35	\$ 14,000.00	\$ 0.75	\$ 30,000.00
Landfill Disposal	1	LS	\$ 80.00	\$ 80.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 65,000.00	\$ 65,000.00
Total			\$	46,960.00	Total	\$	47,750.00	Total	\$	50,600.00
					Total	\$	166,750.00	Total	\$	

Bid Schedule B: South of Main Street--FY 2019-2020

Pipe Size	Quantity	Unit	Twin "D" Inc.		Waste & Water Logistics, LLC		Dr. Pipeline, LLC		National Power Rodding	
			Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item	Unit Cost	Bid Price per Item
15 Inch	9,000	feet	\$ 0.45	\$ 4,050.00	\$ 0.44	\$ 3,960.00	\$ 0.55	\$ 4,950.00	\$ 1.50	\$ 13,500.00
12 Inch	7,000	feet	\$ 0.41	\$ 2,870.00	\$ 0.40	\$ 2,800.00	\$ 0.50	\$ 3,500.00	\$ 1.00	\$ 7,000.00
10 Inch	2,000	feet	\$ 0.38	\$ 760.00	\$ 0.38	\$ 760.00	\$ 0.45	\$ 900.00	\$ 1.00	\$ 2,000.00
8 Inch	30,000	feet	\$ 0.37	\$ 11,100.00	\$ 0.38	\$ 11,400.00	\$ 0.40	\$ 12,000.00	\$ 0.75	\$ 22,500.00
6 Inch	20,000	feet	\$ 0.35	\$ 7,000.00	\$ 0.35	\$ 7,000.00	\$ 0.35	\$ 7,000.00	\$ 0.75	\$ 15,000.00
Landfill Disposal	1	LS	\$ 40.00	\$ 40.00	\$ 250.00	\$ 250.00	\$ 60.00	\$ 60.00	\$ 45,000.00	\$ 45,000.00
Total			\$	25,820.00	Total	\$	26,170.00	Total	\$	28,410.00
					Total	\$	105,000.00	Total	\$	

Total Both Schedules \$ 72,780.00 \$ 73,920.00 \$ 79,010.00 \$ 271,750.00

RESOLUTION NO. _____

A RESOLUTION AMENDING PRICE MUNICIPAL CORPORATION JOB DESCRIPTIONS
FOR THE POSITION OF:

1. CITY TREASURER

WHEREAS Resolution No. 89-04, as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it is in the best interest of the community to maintain a current and updated job descriptions for City Treasurer in order to serve and protect the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL
AS FOLLOWS:

Section 1. Amendment of Job Description

Resolution No. 89-04, is hereby amended to provide a revised job description for the position of City Treasurer as indicated in **Exhibit A**.

Section 2. Adoption of the Job Description

The text of the attached **Exhibit A** is hereby adopted as the job description for the position of City Treasurer.

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including the previous job descriptions for City Treasurer.

Section 5. Effective Date

This resolution shall become effective on the 27th day of February, 2019.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ of _____, 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

**EXHIBIT A
UPDATED CITY TREASURER JOB DESCRIPTION**

**CITY OF PRICE
JOB SPECIFICATION**

TITLE:	City Treasurer	Grade Number 14
DIVISION:	Administration	Effective Date: 2-27-19
DEPARTMENT:	Treasurer	

GENERAL PURPOSE

Performs a variety of administrative and technical duties in receiving, accounting for, depositing, and investing Price City (City) funds and is custodian of City cash and investments.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Mayor and Finance Director.

SUPERVISION EXERCISED

None

EXAMPLE OF DUTIES

Serves as custodian of all monies, bonds, and other securities of the City. Examples of duties to include but not limited to:

Determines, under guidance of the Finance Director, the cash requirements of the City and provides for the investment of all idle cash (cash not needed to meet present obligations) and other revenues in accordance with the Utah Money Management Act. Maintains records and portfolio of all City investments. Prepares, coordinates, and receives bank bids for banking services. Prepares and files all reports required of the Treasurer by State and City codes. Receives all public funds and monies payable to the City, including, but not limited to, all taxes, license fees, fines, forfeitures, utility payments, grants, donations, refunds, fees, intergovernmental revenues and special assessments; deposits said monies in designated City bank accounts. Keeps an accurate detailed accounting of all monies received in accordance with the Uniform Fiscal Procedures Act for Utah Cities and reconciles the accounts with City's accounting personnel. Provides a receipt to every person paying monies to the City Treasurer indicating, thereon, the date of payment and identification of the account; files a duplicate receipt or summary report with the City's Accounting Department. Audit balances and corrects errors in the cash drawers at City Hall and remote cash drawers within other City departments and offices; manages the security system and receipting processes for each of those cash drawers. Oversees collection and receipting of all dishonored checks or payments given to the City. Coordinates with the City Attorney's Office and other departments for remedies as may be necessary. Co-signs all City checks after determining that a sufficient amount of money is on deposit in the appropriate bank account of the City. Prepares budget for the Treasurer's Department. Assists people at the counter in the Utilities Department as needed. Completes the utility billing for each cycle on a timely basis; reviews billing register for errors. Archives customer history. Determines bad debts at year end and records adjustments as needed. Maintains customer accounts and checks for errors and completeness of information. Makes adjustments to customer

accounts in accordance with City policy. Provides quarterly and yearly reports requested by Price River Water Improvement District. Maintains an accurate and current record of all utility rates. Reviews daily cash receipt reports and balances as needed.

Reconciles/audits:

- Equal pay calculations for utility payments
- Transfer adjustments
- Customer accounts
- Radix reports
- Customer deposits
- Refuse containers assigned to residents and to City departments
- Franchise taxes
- Pole rental
- Sewer connections
- Water connections

Obtains, maintains, and keeps record of treasurer's bond according to the amount required by the State of Utah. Performs related duties as necessary.

Administers all aspects of business licenses including registering new businesses and processing applications in coordination with all required Planning and Zoning and City Council approvals; coordinates with Community Director, Building Inspector, Fire Chief and Police Chief. Processes annual renewals, delinquent notices, billings, and mailings.

MINIMUM QUALIFICATIONS

1. EDUCATION AND EXPERIENCE

- Graduation from high school and two years of specified training in bookkeeping, accounting, business management, computers or a related field;
And
- Four years of experience in municipal revenue management, accounting or budgeting
Or
- An equivalent combination of education and experience.
- Must maintain certification as a City Treasurer.

2. KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of laws and regulations relating to municipal accounting and the management and investment of municipal funds.
- Skill in formulating, establishing and administering policies, operating procedures and internal controls.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Skill in the use of office equipment and technology, including computers and related software and the ability to master new technologies. Ability to type 40 words per minute and operate a 10-key calculator by touch.
- Ability to establish effective working relationships and use good judgment, discretion, initiative and resourcefulness when dealing with citizens, elected officials, employees and other professionals.
- Ability to complete mathematical computations with speed and accuracy.

3. PHYSICAL DEMANDS

While performing the duties of this job, the employee typically works in a business office setting where he or she is regularly required to sit, using manual dexterity to type or write, visually reviews written documents and communicates with others in person and on the telephone. The employee will also be required to travel to off-site meetings, as requested and to other City facilities where remote cash receipting is performed. Moderate physical exertion is necessary due to occasional bending, twisting, reaching, standing, walking and stooping. Must be able to handle stressful situations. Must carry/lift/push or pull loads of up to 25 pounds.

4. OTHER QUALIFICATIONS

- Must be bondable in the amount set by the Utah State Money Management Act for Public Treasurer; must have valid Utah driver's license.
- Receive and maintain certification as a Utah Municipal Treasurer.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

RESOLUTION NO. _____

A RESOLUTION AMENDING PRICE MUNICIPAL CORPORATION JOB DESCRIPTIONS
FOR THE POSITION OF:

1. CITY RECORDER

WHEREAS Resolution No. 89-04, as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it is in the best interest of the community to maintain a current and updated job descriptions for City Recorder in order to serve and protect the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL
AS FOLLOWS:

Section 1. Amendment of Job Description

Resolution No. 89-04, is hereby amended to provide a revised job description for the position of City Recorder as indicated in **Exhibit A**.

Section 2. Adoption of the Job Description

The text of the attached **Exhibit A** is hereby adopted as the job description for the position of City Recorder.

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including the previous job descriptions for City Recorder.

Section 5. Effective Date

This resolution shall become effective on the 1st day of July, 2019.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ of _____, 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT A
UPDATED CITY RECORDER JOB DESCRIPTION

CITY OF PRICE
JOB SPECIFICATION

TITLE: City Recorder
DIVISION: Administration
DEPT: Administration

GRADE NUMBER: 14
CLASSIFICATION: Salary, non-exempt
EFFECTIVE DATE: February 27th, 2019

GENERAL PURPOSE

Functions as City Recorder and performs a variety of administrative, clerical and other duties relating to maintaining and filing of all city documents. Serves as the City's records manager, elections officer, and provides administrative support to multiple Price City departments and the Mayor and City Council.

SUPERVISION RECEIVED

Works under the supervision of the Mayor with responsibility to the City Council.

SUPERVISION EXERCISED

None

EXAMPLE OF DUTIES

Responsible for and manages the proper classification, filing, retrieval, storage, destruction, and archiving of all City records as required by law; keeps a record of the official proceedings of the City as required by law; attests and fixes a seal upon all legal documents of the City.

Composes letters, memos and other communications of general, personal, or confidential nature as required; serves as liaison for department heads, Council, Mayor, and the public.

Prepares and appropriately distributes the City Council agenda and reports prior to council meetings; attends all council meetings and other meetings as assigned; keeps a record of the proceedings of the governing body. Ensures all applicable city departments and media are notified of ordinance amendments when adopted.

Prepares and appropriately distributes the Planning and Zoning Commission agenda prior to commission meetings; attends all commission meetings as assigned; keeps a record of the proceedings of the governing body. Prepares and appropriately distributes the Board of Adjustments agenda prior to board meetings; attends all board meetings as assigned; keeps a record of the proceedings of the governing body. Prepares and distributes legal notices for all meetings listed above.

Monitors the proper execution of all city contracts, agreements, resolutions, and ordinances to ensure approval by all necessary city departments.

As the elections officer, responsible to coordinate and manages municipal election activities and assures legality of election procedures and results. Certifies results of city elections. Administers Oath of Office.

As the city records manager, manages and directs the proper classification, archiving, imaging, storage, distribution, and destruction of city documents and records according to Government Records and Access Management Act (GRAMA) and other requirements. Maintains records of

tenure; distributes updates and revisions to assignments on city council, boards, commissions, and committees. Obtains and maintains membership in appropriate professional organizations that are involved in records management. Provides for records management training to departments and individuals.

Maintains Price Municipal Code Book. Maintains administration of the City seal. Maintains all records relating to deeds and easements, oil and mineral leases, bonds, and property sales. Receives and processes all requests for outside water connections and maintains records of same. Conducts and organizes bid openings for the City as requested by elected officials or staff. Responds to or directs inquiries regarding city policy and ordinances/resolutions to appropriate officials or staff. Responsible to ensure proper and accurate and lawful public meeting publication and notice requirements are met.

Assists in the composition and manages scheduling of legal notices.

Works in the capacity of an executive assistant to the Mayor and City Council and assigned department heads.

Assists with and provides administrative support to the Planning and Zoning program for Price City including preparation of meetings, minutes and decision making for the administrative processing of permits under the direction of the Community Director.

Performs other duties as assigned and completes and manages special projects.

MINIMUM QUALIFICATIONS

1. Education and Experience:
 - a. Associate Degree in business or related field
 - AND
 - b. Three (3) to five (5) years experience in municipal government or related experience;
 - OR
 - c. An equivalent combination of education and experience.
 - OR
 - d. Certification through the Utah Municipal Clerks Association.
2. Knowledge, Skills, and Abilities:

Thorough knowledge record keeping principles, practices and procedures

Computer literacy, including working knowledge of word processing, presentation, and spreadsheet programs.

Working knowledge of English composition, spelling, grammar, punctuation, etc.

Ability to read and interpret a variety of documents including legal documents, state and city codes, and manuals or refer such documents to others.

Ability to speak effectively before groups of people.

Excellent communication and interpersonal skills as well as telephone etiquette.

Considerable skill in resolving disputes and complaints from the public.

Ability to make decisions and policy recommendations where established procedures do not apply.

Must be willing to work variable hours to accomplish duties.

Must be able to learn and apply knowledge of municipal record keeping principles, practices, and procedures; municipal and department operations including laws and regulations, and state laws as they apply to city operation, including the Utah State Code.
Ability and willingness to attend training and obtain appropriate certifications.

3. Special Qualifications:

Must be bondable.

Must be able to type at a rate of 60 words per minute.

Function as a Notary Public.

PHYSICAL DEMANDS

While performing the duties of this job the employee is frequently required to sit, walk, talk, hear, use hands to finger, feel, operate objects, tools, or controls, and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, or skills required. This job description is subject to change as the need and requirements of the job change.

RESOLUTION NO. _____

A RESOLUTION AMENDING PRICE MUNICIPAL CORPORATION JOB DESCRIPTIONS
FOR THE POSITIONS OF:

1. DIRECTOR HUMAN RESOURCES AND RISK MANAGEMENT
2. COMMUNITY DIRECTOR
3. CUSTOMER SERVICE DIRECTOR
4. FINANCE DIRECTOR
5. FIRE CHIEF

WHEREAS Resolution No. 89-04, as adopted by the Price City Council the 22ND day of MARCH 1989, sets forth the job descriptions for employees of Price City; and

WHEREAS, Price City has determined that it is in the best interest of the community to maintain current and updated job descriptions for the Director Human Resources and Risk Management, Community Director, Customer Service Director, Finance Director and Fire Chief in order to serve and protect the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Amendment of Job Descriptions

- A. Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Director Human Resources, Risk Management as indicated in **Exhibit A**.
- B. Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Community Director as indicated in **Exhibit B**.
- C. Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Customer Service Director as indicated in **Exhibit C**.
- D. Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Finance Director as indicated in **Exhibit D**.
- E. Resolution No. 89-04, is hereby amended to provide a revised job description for the position of Fire Chief as indicated in **Exhibit E**.

Section 2. Adoption of Job Descriptions

- A. The text of the attached **Exhibit A** is hereby adopted as the job description for the position of Director Human Resources and Risk Management.
- B. The text of the attached **Exhibit B** is hereby adopted as the job description for the position of Community Director.
- C. The text of the attached **Exhibit C** is hereby adopted as the job description for the position of Customer Service Director.
- D. The text of the attached **Exhibit D** is hereby adopted as the job description for the position of Finance Director.
- E. The text of the attached **Exhibit E** is hereby adopted as the job description for the position of Fire Chief.

Section 3. Severability

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including the previous job descriptions for Director Human Resources and Risk Management, Community Director, Customer Service Director, Finance Director and Fire Chief.

Section 5. Effective Date

This resolution shall become effective on the 1st day of July 2019.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT A
**JOB DESCRIPTION FOR DIRECTOR OF HUMAN RESOURCE AND RISK
MANAGEMENT**

PRICE MUNICIPAL CORPORATION
JOB DESCRIPTION

TITLE: Director, Human Resources and Risk Management **GRADE NUMBER:** 22
DIVISION: Administration **CLASSIFICATION:** Exempt, Salaried, At-Will
DEPT.: Human Resources **EFFECTIVE DATE:** 7-1-19

GENERAL PURPOSE

Provide leadership to Price City in designing, developing, and continuously improving strategies, policies, procedures, protocols and practices so employees and the organization structure can deliver effective and efficient services to the community. Key areas of work and responsibility include but are not limited to organization development, staffing, compensation, benefits, performance management, training and development, rewards and recognition, policy administration, employee communications, and compliance with employment laws

Responsible for developing, implementing and continuously improving a public and employee risk-management and loss prevention framework and culture to keep citizens and employees safe, appropriately respond to complaints or reports of unacceptable risk, conditions, injuries and “near-misses”. Actively manages the assessment and mitigation of risk, including the transfer to insurance companies or other approaches

Develop, plan, and oversee all activities, operations, budgets and internal or external partnerships necessary for effective and efficient human resources and risk management services

This is an at-will department head position

SUPERVISION RECEIVED

Work under the general direction of the Mayor

SUPERVISION EXERCISED

Provide leadership and supervision to all assigned personnel. Provide skilled and competent advice to elected officials, and personnel in all departments regarding human resources and risk management

EXAMPLE OF DUTIES

Create, continuously improve and manage a framework to ensure compliance with internal policies and all local, state, and federal human resource and risk management related laws

Prepare all reports related to human resources and risk management as required internally and by local, state, and federal regulations

Develop, monitor, administer and continuously improve human resource and risk management processes and policies that deliver exceptional service to citizens and encourage a motivated workforce

Direct and administer the full suite of human resource services, including but not limited to processes and systems to hire, retain, manage, develop, compensate, and administer policy to employees at all levels

Develop, communicate and nurture a culture that delivers value to citizens and motivates employees

Develop and manage an employee benefits portfolio including all insurance products and the written IRS Code Section 125 Cafeteria Plan according to applicable laws and Price City strategy

Plan, develop, and administer a framework for risk management that includes risk assessment and the retention and transfer of risk.

Procure and manage Price City insurance coverages, including but not limited to workers compensation, general liability, property, auto liability and other risk transfers through insurance or bonding

Investigate, document, verify, process, negotiate, adjust, deny, and settle claims against Price City, in harmony with established frameworks and internal/external partnerships. Represent Price City interests in all claims, hearings, and conferences when necessary, and recommend the handling or settlement of larger claims in conjunction with attorneys

Develop, improve and administer loss control and safety programs, and provide advice and counsel to elected officials, departments and employees on loss control and safety

Maintain safety and claim records, and complete all required reporting relative to risk and safety

Represent, in a professional and courteous manner, Price City in various partnerships, and on various committees, boards, associations, and agencies as assigned or as may be necessary

Protect employee and employer rights

Assist elected officials and employees at all levels in the resolution of sensitive, significant and controversial problems and issues

Perform special assignments and other related duties as directed

MINIMUM QUALIFICATIONS

1. Education and Experience

- A. Graduation from an accredited college or university with a bachelor degree in human resource management, public administration, business or a related field AND
- B. Six (6) to eight (8) years of experience with progressively increasing responsibility and training that includes four (4) years of management experience related to the purpose, duties, knowledge, skills and abilities required of the Director of Human Resources and Risk Management OR
- C. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities

Knowledge of operational characteristics, services, and activities of comprehensive human resources and risk management functions

Knowledge of human resource and safety compliance requirements

Detailed knowledge applicable to the purpose and duties in the job description

Skill in the use of personal computers and electronic technology including specific skill with word processing, presentation and spreadsheet software

Skill in verbal and written communication to diverse audiences in explaining systems, presenting solutions, responding to questions, fostering cooperation, and resolving conflict

Skills in basic financial accounting, record keeping and analysis, including the ability to perform cost-to-value analysis, weigh alternatives, manage budgets and expenditures

Skill to perform and communicate mathematical and statistical computations

Ability to define and break down complex problems, establish facts, and draw valid conclusions

Ability to develop strategy and influence diverse individuals and groups

Ability to interpret and apply laws, standards, and policies against strategies and circumstances

Ability to establish and maintain effective working relationships with employees, the general public, and other organizations

Ability to review, analyze and put in strategic context, reports, surveys, trends, legislation, and court cases; so, they result in appropriate action

Ability to prioritize and work simultaneously on varied projects, initiatives and objectives

3. Special Qualifications

Must possess or obtain within two months of being hired a valid Utah State driver license

SPHR, SHRM-SCP, or IMPA-SCP Certification is preferred

PHYSICAL DEMANDS AND WORK ENVIRONMENT

This job operates in a professional office environment with frequent visits to other inside and outside non-office employee work environments or scenes within the Price City or Carbon County, some of which may be in varied weather and temperatures

While performing the duties of this job the employee is regularly required to sit, stand, walk, speak, hear and see. Requirements include oral presentations to individuals and groups, listening to individuals and groups, and close, distance and color vision

The employee is frequently required to use hands to finger, handle, or feel; and occasionally required to reach with arms and hands

Essential duties require the ability to operate light trucks or automobiles to travel to different sites and locations within Price City, Carbon County, and other locations

The employee must be able to lift, carry, move and push tools, equipment and supplies weighing up to 20 pounds

Great mental effort required daily; frequent exposure to stressful situations as a result of human behavior, conflict and deadlines

Occasional field work and exposure to natural, operational, traffic and construction site hazards

EXHIBIT B
JOB DESCRIPTION FOR COMMUNITY DIRECTOR

PRICE MUNICIPAL CORPORATION
JOB DESCRIPTION

TITLE: Community Director
DIVISION: Administration
DEPT: Administration

GRADE NUMBER: 22
EFFECT. DATE: 7-1-19

GENERAL PURPOSE

Provide administrative assistance as needed to coordinate the planning, economic development, public relations, organization, control, direction and funding of programs within most phases of city government.

SUPERVISION RECEIVED

Works under the supervision of the Mayor and the policy guidance and direction of the City Council.

SUPERVISION EXERCISED

Provides administrative assistance and/or staff/department supervision as directed by the Mayor and City Council.

EXAMPLE OF DUTIES

Administrative. Insures that directives and policies are carried through; investigates complaints in regard to matters concerning the administration of city government; insures that all franchises, permits and privileges granted by the City are faithfully observed. Recommends to the Mayor and City Council adoption of policies and procedures for the improvement of administrative services; and communicates frequently with Council Members as to orders and directives they wish carried out in their respective departmental assignments. Assists in development of department budgets and monitors fiscal controls to assure conformity with established financial constraints. Attends all meetings of the City Council unless excused.

City Planning. Communicate effectively with City Council, all City departments, citizen boards and commissions, the business community, and the general public. Develops updates and implements City planning to address the needs of the City and Community. Works in conjunction with the City Zoning Administrator in receiving and reviewing business development applications. Helps applicants to understand City requirements and to conform to City land use codes. Suggests solutions associated with City development. Attends regular City Planning Commission meetings as needed. Assists with coordinating efforts with the Carbon County Planning Commission. Aides in the implementation of the Capital Improvement and General Plan.

Promotes current and future planning of all City services. Distributes City maps, land codes and demographic information and represents Price City on boards and committees as directed.

Economic Development. Serves as the key liaison between the business community and the City. Supervises special staff teams that conduct retention/expansion/revitalization projects and activities, providing direction, support, management, resources, and advocacy. Coordinates short and long range economic planning for the City. Recommends areas of potential growth. Searches out new economic prospects compatible to the City. Actively promotes existing retention, expansion and relocation. Participates in the business license application process. Coordinates activity with Local and State economic development agencies to actively perpetuate efforts to attract and support new development. Makes presentations to community groups. Answers inquires about the City and possible ways to assist existing businesses and create new development. Serves as Executive Director of the Redevelopment Agency. Advertises and promotes participation in redevelopment funding for existing businesses and new development. Oversees the assimilation, organization, and communication of retention/expansion/revitalization related information and issues to the organization, to the business community, and to the public.

Public Relations. Acts as a City spokesperson and media contact. Develops and nurtures professional working relationships with developers, business leaders, financial leaders, professional economic development and trade associations, state and local government leaders and the public. Answers public inquires in concurrence with the City Attorney related to City codes, laws, ordinances, policies and procedures. Assists the public in understanding the procedure to access the City Council, Planning Commission and other City Departments and services. Sends out letters of appreciation.

Funding Programs. Provides assistance to City departments in the preparation of grants and loan applications to obtain financing and support for City programs and projects. Coordinates research and program options with other city departments; directs or conducts feasibility studies; prepares a variety of reports related to project options and progress; coordinates projections with other departments of government agencies.

Other. Reports back to the Mayor and City Council concerning involvement in each of the areas and duties referenced above. Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

1. Education and Experience

1. Graduation from an accredited college or university with a bachelors degree in planning, business management, public administration or related field; and
2. Five (5) years of progressive and responsible experience in planning, financial management or other municipal duties; at least one (1) year must be in a supervisory capacity; or
3. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities

Knowledge of:

- 2) Municipal management and fiscal principles, practices and procedures.
- 3) Planning, land use management, zoning and annexation procedures.
- 4) Methods used in applying for funding.

- 5) Economic Development.
- 6) Keyboarding and typing.
- 7) Interact with the business community and integrate input into programs.

Skills:

- 1) In public speaking and writing.
- 2) In use of a personal computer and printer.
- 3) In working with the public to answer questions and solve problems diplomatically.
- 4) Initiate and manage projects involving multiple disciplines and functions.

Abilities:

- 1) To maintain effective working relationships with staff and the general public.
- 2) To understand special legal written and verbal information.
- 3) To work indoors in an office setting and outdoors. To work at night and on weekends.
- 4) To be a self-starter and work independently with little supervision.
- 5) To work under stressful situations.
- 6) To follow and comply with the City's personnel policies and procedures.
- 7) Be an effective team leader and team member.
- 8) Initiate and complete major work efforts.

4. Transportation

Have the skill and ability to effectively and safely operate a car or pickup truck. Possess a valid Utah State Drivers License.

EXHIBIT C
JOB DESCRIPTION FOR CUSTOMER SERVICE DIRECTOR

CITY OF PRICE
JOB SPECIFICATION

TITLE: Customer Service Director
DIVISION: Customer Service
DEPT: Customer Service

GRADE NUMBER: 22
CLASSIFICATION: Salary, exempt
EFFECTIVE DATE: 7-1-19

GENERAL PURPOSE

Serves as department head of the Customer Service Department, providing oversight to the customer service related departments including Electrical-Metering, Facilities, Library, Collections, Grounds, and Customer Service. Provides direct leadership and supervision to the Information Systems (I.S.) department. Participates in planning, organizing, conducting, coordinating and directing business in all phases of customer service related operations. Responsible for overall department leadership, management, and effectiveness.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Mayor

SUPERVISION EXERCISED

Watchful oversight and supervision of subordinate individuals, groups and departments with the ability to command, control, direct, inspect, manage and communicate with supervisors, staff and work crews in customer service related departments so that the objectives of the City and instructions of the Customer Service Director are carried out.

EXAMPLE OF DUTIES

Performs duties related to customer service administration including oversight, advising, directing, supervising, assigning, instructing, planning, organizing and prioritizing. This includes all aspects of information systems, electrical infrastructure, connections and disconnections of water and electrical services, metering, meter reading, billing, library, swimming pool, emergency planning and operations in the departments, care of City facilities and care of City grounds.

Manages Information Systems that includes a City wide communication network of computers, printers, telephones, intranet and internet. Manages the installation, operation and maintenance of hardware and software. Monitors and maintains all systems to ensure efficient and reliable operation. Plans upgrades to ensure that the technology needs of employees are accommodated and that systems will interface with other government agencies. Provides future planning with consideration to budget and technology.

Provides oversight to Electric Systems that include the development, operation and maintenance of the City's electrical grid that involves wires, poles, transformers, substations, street lights, service connections, metering and emergency power. Interfaces with power suppliers. Monitors the distribution of electrical power throughout the City. Manage City staff, contracted services and consultants.

Provides oversight to management of service connections to the electrical system and culinary water system, installation, maintenance and repair of meters and the reading, reporting and billing of water and electrical use.

Provides oversight to Library Services that provide use of an inventory of reading materials, research documents, videos, tapes, references, use of computer systems and literacy programs and the check out and checking in of books and other materials. Assists the library board. Participates in the planning and development of library programs.

Provides oversight to swimming pool facility, including swimming programs, lifeguards, safety, janitorial, equipment maintenance, chemical handling, water treatment, pool operation, training, retail sales, public relations, scheduling, reservations, purchasing, marketing, budgeting.

Provides oversight to City facilities and grounds including City buildings, cemetery, parks, ball fields, etc. Assures coordination of City and public use of facilities and grounds to accommodate rentals, seasonal programs, and other events. Oversees the proper care and maintenance of City facilities and grounds in a manner that provides for clean and comfortable buildings, clean and well cared for grounds, and accommodation of events.

Responsible for the preparation of division and department budgets; authorization of purchases of supplies, materials and equipment; allocation of manpower, equipment and resources to various projects and tasks; organize, prioritize and schedule work load; manage budget constraints, capital projects, seasonal schedules, unanticipated needs and emergencies. Analyze, research and prepare funding applications.

Assists in the hiring of new employees; arranges for orientation and training; makes decisions affecting employment status, compensation, promotion, reclassification, pay adjustment, probation, recognition, discipline and separation; conducts performance evaluations of staff.

Meets with the Mayor, City Council, department heads, committees, other governmental officials and staff, in the administration of City business, citizen concerns, intergovernmental issues, problem areas, growth impacts, economic development, city planning, risk management, web page, budgets, personnel and project management.

Performs other duties as required or assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience

A. Graduation from an accredited college or university with a bachelor degree in business management, public administration, marketing, recreation management or a related field.

AND

B. Six (6) to eight (8) years of progressively responsible experience in municipal government, customer service, project management and/or personnel supervision.

OR

C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities

Detailed understanding of principals and practices of computer hardware, computer software, computer networks, software development, computer security and public

administration. General understanding of phone systems, wiring, administration of telephone features and voice mail.

General understanding of public services and policies/procedures affecting public relations.

Ability to direct others, lead by example and exhibit a high standard of ethics and diplomacy.

Knowledge of budgeting and general accounting methods and practices.

Computer literacy, including working knowledge of word processing, presentation, and spreadsheet programs.

Ability to plan, organize, prioritize, coordinate, direct and supervise personnel.

Strong verbal, and written communication skills, and good presentation skills.

Knowledge of safety and emergency management processes and requirements

Ability to establish and maintain effective working relationships with officials, employees, the general public, groups, agencies, planners, and other governmental agencies.

Ability to make decisions and define processes when established procedures do not apply.

3. Special Qualifications

Must possess or have the ability to obtain a valid Utah Drivers License

PHYSICAL DEMANDS

While performing the duties of this job the employee is frequently required to sit, walk, climb, and talk or hear.

The employee must occasionally lift and/or move up to 25 pounds.

The employee must be able to work inside and outside in all kinds of weather conditions.

EXHIBIT D
JOB DESCRIPTION FOR FINANCE DIRECTOR

PRICE MUNICIPAL CORPORATION
JOB DESCRIPTION

TITLE: Finance Director
DIVISION: Administration
DEPT: Finance

GRADE NUMBER: 22
EFFECT. DATE: 7-1-19

GENERAL PURPOSE

Performs a variety of administrative and supervisory duties related to planning, directing, organizing, and controlling the financial management of the city.

SUPERVISION RECEIVED

Works under the supervision of the Mayor, and the policy guidance and direction of the City Council.

SUPERVISION EXERCISED

Provides general supervision to clerical personnel in the department.

EXAMPLE OF DUTIES

Assists the Mayor in managing the internal affairs of the City by providing the Mayor, Council, and department heads with information and recommendations about fiscal administration; recommends rules, regulations, policies and procedures that promote effective management of City finances.

Represents the Mayor at various meetings and functions as assigned; responds to requests or inquiries about city finances or budgets; coordinates payment of City financial commitments and obligations with the City Treasurer.

Assists with recruitment, hiring, discipline, and dismissal of finance department employees; assigns department personnel and equipment; trains personnel in various procedures and operations evaluates performance.

Examines and verifies the accuracy of all reports, bonds, papers, vouchers and accounts including various federal funding accounts; serves as internal auditor and assures city-wide compliance to established budgets; coordinates efforts of external auditors.

Plans, organizes, and supervises the process for disbursing City finances as well as maintaining complete and accurate records of all financial transactions; administers, budgets and audits C.I.P. funds, submits financial reports to the City Council as needed.

Participates in the preparation and administration of the city's budget by submitting a tentative detail of the past revenues and expenditures, the estimated revenues of the current year and of the next succeeding year to the Mayor, department heads and Council; prepares regular budget

status reports for use by the City Council and the department heads; responds to day-to-day questions about department budgets and identifies alternative revenues and expenditures.

Monitors various functions to assure proper utility billings, collections and credits are achieved; monitors City deposits of all revenue to assure accuracy; monitors and updates computer system to achieve greater efficiency in financial management. Monitors purchasing for the City.

Performs other duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- a. Graduation from an accredited college with a bachelor's degree in accounting, business management, public administration or a related field;

AND

- b. Five (5) years of progressively responsible experience in municipal financial management or accounting, one (1) year of which must have been in a supervisory capacity;

OR

- c. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities

Thorough knowledge of municipal and fiscal accounting principles, practices and procedures; considerable knowledge of municipal organizations and department operations including applicable laws and regulations; working knowledge of the Uniform Municipal Fiscal Procedures Act; working knowledge of budgeting, accounting and related statistical procedures; working knowledge of various revenue sources available to local governments including state and federal sources; working knowledge of state laws as they apply to city financial practices; working knowledge of basic personnel management practices and procedures; working knowledge of computer operation programs for word processing, spread sheets, fund accounting and presentations.

Considerable skill in resolving disputes and complaints from the public. Ability to analyze a variety of financial problems and make recommendations; ability to coordinate a variety of financial administrative matters between the Mayor and department heads; ability to plan, organize, direct, and supervise the work of subordinates; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with the Mayor and the City council, department heads, employees, and the public.

3. Special Qualifications:

4. Must be bondable.

EXHIBIT E
JOB DESCRIPTION FOR FIRE CHIEF

PRICE MUNICIPAL CORPORATION
Job Description

TITLE:	<u>Fire Chief</u>	GRADE NUMBER:	<u>22</u>
DIVISION:	<u>Fire</u>	CLASSIFICATION:	<u>Exempt, salaried</u>
DEPARTMENT:	<u>Public Safety</u>	EFFECTIVE DATE:	<u>7-1-19</u>

GENERAL PURPOSE:

Performs a variety of administrative, supervisory and professional work as the City's fire prevention/protection, and code enforcement officer.

SUPERVISION RECEIVED:

Works under the broad policy guidance and direction of the Mayor/City Council and/or Mayor's designee.

SUPERVISION EXERCISED:

Provides supervision to fire department personnel using subordinate officers in an appropriate chain of command.

EXAMPLE OF DUTIES:

Plans, coordinates, supervises and evaluates department operations; recommends and enforces policy, goals and objectives for the department in order to implement directives from the Mayor, City Council.

Initiates personnel actions such as recruitment, selection, promotion, transfer and discipline in order to maintain an effective and efficient work force.

Meets with elected and appointed officials, other fire officials, community and business representatives and the public on all aspects of the departments activities , attends conferences and meetings to keep abreast of the current needs in the field; represents the Price City Fire Department in a variety of state, national and other meetings.

Enforces fire codes for fire prevention; inspects buildings for fire safety violations; issues citations when necessary for the proper enforcement of law and public safety.

Serves as the City's emergency management director and as such is responsible for the emergency plan for the City, administration of hazardous wastes and materials within Price City limits and other duties associated with emergencies as assigned.

Oversees the operation and maintenance of fire fighting equipment.

Coordinates all purchasing for the department by authorizing purchases and payment of bills; monitors fiscal activity in conformance with established budget.

Supervises and coordinates the preparation of an annual budget for the department; directs the implementation of the department budget; identifies expectant costs for each project and

indicates items needed for purchase during the next year; works with the Finance Director to determine project priorities, alternatives and needs; directs the analysis of department records.

Ensures the adequate training of volunteer or part-time firefighters; directs and controls part-time firefighters or volunteers and controls all acts pertaining to the extinguishment of fires; reports to the Mayor and City Council on the condition of fire apparatus, fire incidents and personal injury caused by such incidents.

Respond to citizen complaints as necessary.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS:

1. Education and Experience
 - a. Graduation from high school, AND
 - b. 5 years of combined experience in first responder, code or law enforcement, inspection, and fire prevention or fighting. AND
 - c. 3 years experience leading and managing employees including part-time and volunteer staff. OR
 - d. An equivalent combination of education and experience in b. and c. above.
2. Knowledge, Skills, and Abilities
 - a. Excellent communication skills, written and verbal.
 - b. Knowledge of applicable State, Federal and municipal codes, laws and ordinances regarding fire prevention.
 - c. Knowledge of the operation and maintenance of fire fighting equipment.
 - d. Skill in Public Relations.
 - e. Skill in modern firefighting methods, practices and techniques.
 - f. Ability to supervise personnel, including part-time on-call firefighters and volunteers under emergency and hazardous situations.
 - g. Ability to conduct fire safety programs with children and adults.
3. Special Qualifications
 - a. Valid drivers license.
 - b. Previous experience as an officer in a fire department.
 - c. Utah Firefighter II certification.
 - d. Work highly variable hours.

RESOLUTION NO. 2019-_____

A RESOLUTION AMENDING SECTIONS I, XVI, XVII, XIX, AND XXV OF THE PRICE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, Price City previously adopted its Personnel Policies and Procedures Manual (Manual) setting forth personnel policies for the use and benefit of Price City's management and staff; and

WHEREAS, the provisions of the Manual and the adopting resolution are severable and the Manual explicitly states that Price City has the right to change any of its policies and/or procedures at any time, for any reason; and

WHEREAS, Price City is desirous of amending Sections I and XVI and XVII and XIX and XXV of the Manual entitled respectively Definition of Terms; Reimbursable Expenses; Benefits; Leaves of Absence; and, Vehicle Operation to:

1. Define Elected Official and define duty classifications.
2. Establish an employee vehicle allowance.
3. Add language details identifying types of modified or transitional return to work duties.
4. Establish and define Garden Leave.
5. Expand policy to allow Elected Official operation of Price City owned passenger vehicles.

WHEREAS, Price City desires to provide employee policies and procedures that are legally compliant, financially prudent and marketplace competitive in order to recruit, retain, and be competitive in the full-time employee marketplace.

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

Section 1. Adopt Section I: Definitions as constituted in Attachment A and which is attached hereto in its entirety and is hereby adopted.

Section 2. Adopt Section XVI: Reimbursable Expenses as constituted in Attachment B and which is attached hereto in its entirety and is hereby adopted.

Section 3. Adopt Section XVII: Benefits as constituted in Attachment C and which is attached hereto in its entirety and is hereby adopted.

Section 4. Adopt Section XIX Leaves of Absence as constituted in Attachment D and which is attached hereto in its entirety and is hereby adopted.

Section 5. Adopt Section XXV Vehicle Operation as constituted in Attachment E and which is attached hereto in its entirety and is hereby adopted.

Section 6. Repealer: Former Section I: Definitions; and Section XVI: Reimbursable Expenses; and Section XVII: Benefits; and Section XIX: Leaves of Absence; and Section XXV: Vehicle Operation are hereby specifically repealed and the

provisions of any other Price City ordinances or resolutions in conflict herewith are hereby repealed. Additionally if any other content of the Manual is deemed to conflict with the language revision adopted in this Resolution, this Resolution shall prevail.

Section 7. Severability: The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 6. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution take effect as follows:

Section I: Definitions, effective February 27th, 2019

Section XVI: Reimbursable Expenses, effective February 27th, 2019

Section XVII: Benefits, effective February 27th, 2019

Section XIX: Leaves of Absence, effective February 27th, 2019

Section XXV: Vehicle Operation, effective February 27th, 2019

PASSED AND ADOPTED by the City Council of Price City, State of Utah, this _____ day of _____, 2019.

Price City, a Municipal Corporation

By: _____
Michael Kourianos, Mayor

Attest

Sherrie Gordon, City Recorder

ATTACHMENT A
SECTION I – DEFINITIONS

SECTION I: DEFINITION OF TERMS

Unless the context requires otherwise, the terms used in these policies and procedures shall have the following meaning:

1. **ADMINISTRATOR:** a Council member (a member of the governing body), appointed by the Mayor and approved by the governing body with the designated authority in charge of those departments through the appointed department head, for the purpose of expediting the operation of the department. The administrator reports to the Mayor. An alternate administrator may also be appointed on a permanent or adhoc basis to act as the administrator in his/her absence (10-3-811, Utah Code Annotated 1953).
2. **APPOINTING AUTHORITY:** An official or group of officials who have the authority to make appointments to positions in the City.
3. **CLASSIFICATION:** The grouping of positions into classes based on the similarities of duties, responsibilities, accountability, working conditions, and know-how.
4. **COBRA:** Any employee, who is eligible for benefits, that is separated from employment by Price Municipal Corporation is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985.
5. **DEMOTION:** Any movement of an employee from a position in a class having a higher salary, grade, rank, status, or responsibility to one which is less.
6. **DEPARTMENT HEAD:** The Department Head is an individual appointed by the Mayor and City Council to plan, organize, direct, and manage the day-to-day operations of a specific city service or function.
- 7.
8. **DUTY CLASSIFICATION(S) – RETURN TO WORK:**
 - a. **Alternate or Alternate Duty:** means Price City may alter existing job duties or offer work within a different department/work group to fit within existing restrictions of a medical professional opinion for an employee to return to work after a workplace injury until healed.
 - b. **Light or Modified Duty:** means Price City may place an employee returning to work after a workplace injury in a less physically or mentally demanding job until healed and in compliance with any restriction(s) imposed by a medical professional.
 - c. **Restricted Duty:** means job duties that are restricted from being attempted or completed by an employee returning to work after a workplace injury on the direct order of a medical professional.

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Personnel Policies and Procedures Manual
Price Municipal Corporation

- d. **Transitional Duty:** means temporary work that an employee may be offered until fully recovered from a workplace injury when returning to work and is temporary in nature. Must be in compliance with any restriction(s) ordered by a medical professional.
9. **ELECTED OFFICIAL:** The Mayor or a City Councilmember of Price City currently holding office via the regular election process or appointment to fill a mid-term vacancy. Does not include members of the elected official's family.¹
10. **EMPLOYEE:** A person holding a position in the public service of the City under appointment. Contract employees may not be designated as employees in determining eligibility to receive certain employee benefits.
11. **EXEMPT:** Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Law Statutes, shall be exempt from minimum wage and mandatory overtime payment regulations.
12. **FULL-TIME EMPLOYEE:** An employee hired for an indefinite period of time in a position for which the normal work schedule is forty (40) hours per week.
13. **GRADE:** All classes placed in the same salary grade come within the same salary range or wage rates.
14. **IMMEDIATE FAMILY:** Immediate family for the purpose of this policy is defined as: husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild.
15. **INCOMPETENCE:** Inadequate for or unsuited to a particular purpose or application.
16. **INSUBORDINATION:** Failure or refusal to recognize or submit to the authority of a superior.
17. **INVOLUNTARY TERMINATION:** The Mayor, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause.
18. **JOB DESCRIPTION:** A written description consisting of a title, a definition, examples of duties, and minimum qualifications required as approved by the Mayor and City Council.
19. **MALFEASANCE:** Misconduct or wrongdoing, especially by a public official.

¹ Added February 2019 to accommodate use of Price City passenger vehicles by elected officials.

20. **MANAGEMENT:** Includes all employees charged with administering a City Department or program and who report to the Mayor and City Council.
21. **MISCONDUCT:** Behavior not conforming to prevailing standards, policies and procedures, or laws.
22. **MISFEASANCE:** Improper and unlawful execution of an act that in itself is lawful and proper.
23. **NEGLIGENCE:** A negligent act or a failure to act. Failure to exercise the degree of care considered reasonable under the circumstances, resulting in an unintended injury to another party.
24. **NEPOTISM:** Favoritism shown or patronage granted to relatives.
25. **NON-EXEMPT:** Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Law Statutes and which are covered by provisions for minimum wage and mandatory overtime payment regulations.
26. **NON-FEASANCE:** Failure, omission or neglect to perform an act that is either an official duty or a legal requirement.
27. **OFFICIAL:** Any elected or appointed City officer authorized by City Policy or State Statute to exercise certain powers and make management decisions affecting delivery of City services or personnel administration.
28. **OUTSIDE EDUCATIONAL COURSE:** Any voluntary course of study taken outside the normal work shift which is directly related to an employee's work at Price City and which will ultimately improve the employee's effectiveness on the job, but which is not a requirement for the job.
29. **PART-TIME EMPLOYEE:** An employee hired for an indefinite period in a position for which the normal work schedule is less than forty (40) hours per week.
30. **REGULAR EMPLOYEE:** An employee that has been retained in his/her position after successful completion of his/her probationary period.
31. **POLICIES:** Policies are the philosophies of management, and state the intent of management in broad, general terms. Policies tell department personnel how to go about performing their duties. Policies are flexible and permit justifiable exceptions. Policy is subject to change at any time a better guideline is discovered. Policy should state in broad terms what is to be done by employees. It sets limits of discretion. A policy statement deals with the principles and values

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that guide the performance of activities.

- 32. **PROCEDURE:** A set of established steps taken to accomplish a specific task.
- 33. **PROMOTION:** Any movement of an employee from a position to a grade having a higher salary rate or grade.
- 34. **RETIREMENT:** Voluntary termination at the end of an employee=s career.
- 35. **RULES:** Rules require strict conformance, as stated, and do not permit deviation. Rules govern behavior, while policies guide judgments. Rules are requirements for certain action or non action.
- 36. **SEASONAL EMPLOYEE:** A person who is retained in a position of employment, not approved by the Mayor and City Council as a regular position, for a maximum of six months usually in the summer or winter months.
- 37. **TEMPORARY EMPLOYEE:** An employee hired for a position of employment for a specific duration, usually less than nine (9) months.
- 38. **TRANSFER:** Any movement of an employee from a position in a class or related class with the same grade or salary.

ATTACHMENT B
SECTION XVI – REIMBURSABLE EXPENSES

SECTION XVI: REIMBURSABLE EXPENSES

1. **GENERAL POLICY** - With prior approval, legitimate expenses will be reimbursed by Price Municipal Corporation to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.
2. **TRAINING AND CONFERENCES** - If required to attend training seminars, conferences, briefings, or gather information, an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1.5) times their regular work day pay if hours worked exceed forty (40) hours in that week.
3. **TRAVEL AND TRANSPORTATION POLICY**
 - A. All travel outside Price City limits requiring overnight lodging must be requested to and authorized by the Mayor, or designee. Overnight use of Price Municipal Corporation vehicles for travel purposes shall be authorized by the Mayor, or designee.
 - B. If travel is outside the range of service of Price Municipal Corporation's repair shop, travel costs in conjunction with the use of Price Municipal Corporation vehicles shall be paid by the employee with receipts being kept for reimbursements.
 - C. All hotel or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, Price Municipal Corporation shall reimburse the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended his/her own money for such purposes. Failure to produce a receipt in such circumstances may necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into Price Municipal Corporation by the employee as a verification of attendance no matter what the form of payment.
 - D. Use of an employee's personal vehicle may be authorized for approved travel. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to the Mayor, or designee, based upon this record. The mileage rate shall be at the established rate used for Internal Revenue Service (IRS) travel deductions. If a City employee chooses to use his/her personal vehicle on City business, when a City vehicle is reasonably available, he/she will be

reimbursed at 50% of the current IRS rate.

Price Municipal Corporation may provide a vehicle allowance to employees for local area travel requirements in lieu of paying for mileage to employees when there is a definite need to maintain efficient transportation locally for such employees conducting official business of Price Municipal Corporation. Authorization to receive a vehicle allowance must be approved by the employee's supervisor and department head and will be documented by a properly completed Vehicle Allowance Authorization form. Payment of a vehicle allowance does not transfer or establish any equipment or usage rights or responsibilities to Price Municipal Corporation. Ownership and responsibility for selection, use, replacement, and operation of the vehicle shall reside with the employee.

An employee may request permission from the Mayor, or designee, to transport non City employees in a City vehicle for out of town travel.

E. All registration fees, etc., will be paid in advance. If this is not possible, employees will be reimbursed for their own expenditures for registration fees, etc. after presentation of valid receipts in conjunction with previously authorized travel.

F. Reimbursement shall be made for reasonable personal meal costs incurred while traveling on official Price City business when accompanied by a receipt and approved by the employee's department head or designee. Other incidental travel costs shall be reimbursed when approved by the Mayor or designee. Alcoholic beverages and entertainment expenses are not reimbursable expenses except in specific instances as approved by the Mayor in writing.

A maximum daily travel (per diem) allowance will be paid in lieu of actual receipted expenses at the employee's request. The Price City per diem amount will match the per diem accepted and published by the State of Utah for state employees unless otherwise established by the Mayor and City Council. The per diem amount will be a benchmark for reasonableness of receipted expenses. No per diem allowance shall be authorized for spouses of employees or others traveling with the employee. Receipts shall not be required for per diem advancements or compensation.

G. Every attempt shall be made to collect receipts as expenditures are incurred whether using personal or City funds during the approved travel. Any missing receipts shall be investigated by the Mayor, or designee, to determine appropriate reimbursement.

ATTACHMENT C
SECTION XVII – BENEFITS

SECTION XVII: BENEFITS

1. WORKER COMPENSATION INSURANCE

- A. All employees are covered by worker compensation which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the worker compensation insurance contract on file with the Mayor, or designee.
- B. Employees may not use accrued vacation or sick leave while in receipt of worker compensation benefits.
- C. Medical Attention - Employees who sustain bona fide, on-the-job injuries will receive initial treatment from the medical provider designated by Price Municipal Corporation. In exceptional cases approved by the Mayor, or designee an employee may seek medical attention from the medical facilities of their choice for on-the-job injuries. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report shall be submitted within the required time period to the insurance carrier, the Industrial Commission, and to the injured workers. (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.)
- D. Initial Reporting of Illness or Injury - Reporting the accident or illness is critical to qualification for payment under workers compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the immediate supervisor, Department Head, Mayor, or designee immediately. After the accident and injury form is completed appropriate reporting must be made to the insurance carrier and to the Industrial Commission.
- E. Reporting While Off the Job - While on leave because of a bona fide, on-the-job injury or illness, an employee must contact, per an agreed schedule, the Mayor or designee, to report on his/her condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. False and Fraudulent Claims – Employees who falsify injury reports and or make false or fraudulent workers compensation claims will be subject to disciplinary action that may include but not be limited to termination of employment, suspension, loss of workers compensation benefits, and/or which may result in criminal investigation and potential criminal charges.

G. Modified Transitional Duty – Modified duty is considered by Price City to be an essential component of the physical and emotional recovery of an employee injured on the job, but is temporary in nature. All employees on Workers Compensation benefits are eligible for modified transitional duty based on limitations provided by medical professionals. Modified transitional duty is not available for injuries incurred and illness contracted off-the-job and not covered by workers compensation benefits. The sick leave benefit is intended to provide income during non-occupational short and long term illness and injury. Sick leave cannot be used for workplace injuries and illnesses. The decision to provide modified transitional duties and the content of those duties will be at the sole discretion of Price City as represented by the Mayor or designee and the Department Head of the injured employee or designee. Transitional assignments should not be longer than 8 weeks unless there are mitigating circumstances which the Mayor or designee deems to require a longer physical transition. Employees must accept transitional duties as offered except in cases that conflict with medical diagnosis and limitations written by the attending medical professional. Types of modified or transitional return to work duties:

- a. Alternate or Alternative Duty: Price City may alter existing job duties or offer work within a different department/work group to fit within the restrictions of a medical professional for an employee returning to work after an injury until healed.
- b. Light or Modified Duty: Price City may place an employee returning to work after an injury in a less physically or mentally demanding job until healed and in compliance with any restrictions imposed by a medical professional.
- c. Restricted Duty: job duties that are restricted from being attempted or completed by an employee returning to work after an injury on the direct order of a medical professional.
- d. Transitional Duty: temporary work that an employee may be offered until fully recovered from an injury when returning to work and is temporary in nature. Must be in compliance with any restrictions ordered by a medical professional.
- e.

H. Return to Service - All employees must return to work after receiving approval of the attending physician to do so. This includes modified transitional duties and normal regular duties. A signed and dated statement from the attending physician stating the employee is able to return to work with restrictions or resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work on modified duty status may be required to work in a different department and perform duties not contained within his/her current job classification.

2. **SOCIAL SECURITY/FICA** - All employees whether full time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employees and Price Municipal Corporation will be made in accordance with the provision of the law.
3. **INSURANCE**
 - A. Medical Health Insurance - It is the policy of Price Municipal Corporation to participate in the cost of health insurance for:
 - (1) Each individual full time employee; or
 - (2) Each individual full time employee and a part of his/her family; or
 - (3) Each individual full time employee and all of his/her family.
 - (4) Each individual employee and part or all of his/her family as may be mandated by federal, state, or local laws.
 - B. Other insurance products may be provided as part of a portfolio of health and welfare benefits as approved by the City Council.
 - C. Eligibility, effective dates, and waiting periods shall be determined and maintained as contracted with benefit providers and approved by the City Council.
 - D. Insurance Termination, Transition, and Conversion
 - (1) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons that fail to pay any required premiums or portions of premiums or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy
 - (2) Termination - When an employee is terminated from employment with Price Municipal Corporation, the City will cease making contributions to the employee's insurance plans.
 - (3) Transition - As allowed by insurance carrier policies and in harmony with applicable law and Price City policies arrangements may be made with the Mayor, or designee, for the employee to pay the full and complete cost of premiums required to maintain insurance coverage for the employee. Insurance policies may be converted to individual policies on termination in accordance with

the terms of the various group policies. Arrangements for conversion should be made directly by the individual employee.

(4) Conversion

- (a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available to qualifying employees as provided therein and by any subsequent amendments thereto. Employees may have the right to continue to participate in a COBRA program for up to eighteen (18) or more months as applicable, subject to current state and federal law and at the employee's sole expense.
- (b) Eligible dependents may also extend coverage, at their expense, when that dependent ceases to be eligible for coverage as a dependent under the terms of the plan, as required by current state and federal law.

4. **UNEMPLOYMENT** - All employees whether regular, part-time, or temporary are covered by the benefits of unemployment as applicable.

5. **EDUCATIONAL ASSISTANCE**

- A. **DEFINITION** - An "outside educational course" that qualifies for educational reimbursement is defined as any voluntary course of study taken outside the normal work shift which is directly related to an employee's work at Price Municipal Corporation and which will ultimately improve the employee's effectiveness on the job, but which is not a requirement for the job.
- B. **POLICY** - The City's Education Reimbursement Program provides reimbursement for the cost of books and tuition, incurred by all regular full-time employees who take an outside educational course providing the following conditions are met:
 - (1) In order to be approved, all courses taken must be either related to the employee's present job or are being taken to fulfill the requirements of an undergraduate degree, as long as the degree itself is related to the employee's job. The course must be offered and delivered by an accredited college or university.
 - (2) Approval of reimbursement must be obtained from the employee's supervisor, Department Head, and the Mayor and City Council.
 - (3) The course must be successfully completed with a verified passing

grade prior to reimbursement by Price Municipal Corporation. Reimbursement will be made according to the following schedule:

- (a) 100% with the passing grade of "A"
 - (b) 75% with the passing grade of "B"
 - (c) 50% with the passing grade of "C"
- (4) If an employee is taking courses that meet the requirements as described above and the employee is receiving payment from other sources for the same course work, the extent of the City's obligation is the difference between the employee's payment from other sources and the amount the City would pay pursuant to this policy. If the payment from other sources covers the full cost or more of the course work, the employee will not be reimbursed by Price Municipal Corporation. The cost of courses may vary greatly from one institution to another. If the same course is being offered at more than one institution, any difference in course costs, along with the reputation of the schools should be considered. If it does not impose an undue hardship upon the employee to take a course where the class is less expensive, every effort should be made to do so. Any exception to this policy requires the approval of the Department Head and the Mayor, or designee.

C. PROCEDURE

- (1) Employees must complete a Request for Educational Reimbursement and forward same to their supervisors and Department Head.
- (2) The Department Heads shall approve or deny the request and present it for approval by the Mayor and City Council.
- (3) Following approval or rejection of the request, the request form should be maintained by the Department Head.
- (4) A copy of the request form should then be distributed to the employee with notification of approval, or rejection noted thereon.
- (5) Upon completion of the approved course the employee shall submit to the Department Head certification of the grades received and all receipts for books purchased.
- (6) The Department Head shall attach the grade certification to the Request for Educational Reimbursement form which are then filed in the employees' personnel files as permanent record.

- (7) The Department Head shall submit reimbursement check requests, with receipts, to the Finance Department.
- (8) All checks issued for Educational Reimbursement are to be given to the Department Head for delivery to the employee.
- (9) To be eligible the employee must have worked for Price Municipal Corporation for at least one year full-time.
- (10) Educational reimbursements will be subject to budget constraints and limitations.

6. **CLOTHING ALLOWANCE** – All City employees required to wear a uniform, as determined by the Mayor, or designee, shall receive a regular clothing allowance or uniforms will be provided and maintained by Price Municipal Corporation. The amount and type of allowance shall be determined annually as part of the budget process. Clothing allowances will not be paid for periods of extended absence such as military, illness and other leave during which absence the employee does not wear a Price City uniform.

Full-time employees of Price Municipal Corporation required to wear steel toed safety shoes will be reimbursed in an amount not to exceed \$100 per year for one pair of safety shoes. Temporary employees required to wear steel toed safety shoes will be reimbursed the sum of not more than \$65 per year. However, if said pair of shoes is damaged in the year of purchase, while working for Price City, to the extent that the shoes are unsafe or unusable, Price City shall reimburse said employee an additional sum not to exceed \$100 for full-time regular employees and \$65 for temporary employees.

Reimbursement shall be made upon presenting satisfactory evidence of purchase to the Department Head.

7. **RETIREMENT SYSTEM** - Price City participates in the Utah State Retirement System (URS). Eligibility and contribution rates are established by the Utah legislature. Only the City Council is authorized to establish additional or different retirement benefits. Additional details are available from the Mayor, or designee.

8. **BENEFIT EXTENSION PROGRAM**

- A. Employees who terminate gainful employment with Price Municipal Corporation and have accumulated at least ten (10) years of service, and whose reason for leaving City employment is retirement after age 62, shall be allowed to participate in the Benefit Extension Program, by paying the entire and total premium and cost, for all medical and dental insurance coverage, as provided by Price Municipal Corporation's benefit policy

then actively in force, subject to the following conditions:

- (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.
- (2) In the event that any former employee who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in paragraph A above and subsequently secures employment which offers medical and/or dental insurance coverage for that former employee and his/her dependents, , participation and eligibility in the Price Municipal Corporation's Benefit Extension Program by that same employee shall cease and terminate with respect to medical and/or dental insurance coverage.
- (3) Continued participation is conditional upon timely payment of premiums to Price Municipal Corporation or the insurance carrier on the due date established for said premiums. Persons who fail to pay the total premium or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy. Otherwise, such eligible persons may continue receiving their benefits indefinitely, as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.
- (4) Participation in the medical and dental insurance coverage can continue until the former employee or eligible dependent(s) qualify for Medicare, reach age 65, or become ineligible. After qualifying for Medicare, reaching age 65, or becoming ineligible the former employee and or dependent(s) cannot continue receiving the medical and dental insurance. They can, however, participate therein by paying the total and complete cost of a Price City Group Medicare Supplement policy if allowed by the policy provider.

B. Employees who terminate employment with Price Municipal Corporation, have accumulated at least twenty (20) years of service, and whose reasons for leaving City employment are retirement after age 62, shall be allowed to continue to participate, in all group medical and dental insurance coverage as allowed by Price Municipal Corporation's benefit policy then actively in force according to the same terms, conditions and cost-sharing applicable to active employees. Such eligible persons may continue receiving their benefits indefinitely, subject to the following:

- (1) The insurance carriers for Price Municipal Corporation allow participation after employment terminates.

- (2) In the event that any former employee who is eligible to participate in the Benefit Extension Program begins receiving such benefits as set forth in Paragraph B above and subsequently secures employment which offers medical and/or dental insurance coverage for the former employee and his/her dependents, participation and eligibility in the Price Municipal Corporation's Benefit Extension Program by that same former employee shall cease and terminate, and the City shall then be under no further obligation to provide or participate in medical and/or dental insurance coverage to or for the former employee and his/her dependents.
- (3) Continued participation is conditional upon timely payment of all required participation amounts to Price Municipal Corporation or the insurance carrier on or before the due dates established for said premiums. Persons who fail to pay the required premiums or who are late making payments more than twice within a fiscal year shall forfeit eligibility and be terminated from the policy. Otherwise, such eligible persons may continue receiving their benefits until eligibility ceases; as long as Price Municipal Corporation's insurance carrier allows those persons to continue participating in the program.
- (4) Participation in the medical and/or dental insurance coverage can continue until the former employee or eligible dependent(s) qualify for Medicare, reach age 65, or become ineligible. After qualifying for Medicare, reaching age 65, or becoming ineligible the former employee and or dependent(s) cannot continue receiving the group medical and dental insurance benefits. However, a Medicare Supplement Policy will be provided up to a cost of \$300.00 per month per eligible former employee or eligible dependent(s).

- C. The provisions of this Benefit Extension Program, as set forth herein, shall apply only to eligible employees and their eligible dependents at the time of employment separation for reasons of retirement, or disability, and as outlined above. Cessation of a dependent relationship, as defined by US Tax Code, shall also end the eligibility of those dependents under this Benefit Extension Program.
- D. The provisions of the Benefit Extension Program, as set forth herein, shall apply to all employees retiring or leaving the City's employment as referenced above on or after September 1, 1984.
- E. The Benefit Extension Program shall not be offered or available to those employees hired on or after July 1, 1997. Such employees, however, shall be allowed to participate in the Benefit Extension Program, at full and total cost to the employee, subject to the same terms and conditions set

forth above.

The Price City Council may, from time to time, change, amend or waive any provisions of the Benefit Extension Program.

ATTACHMENT D
SECTION XIX – LEAVES OF ABSENCE

SECTION XIX: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the Mayor, or designee.
- B. Any employee who is absent for three (3) or more consecutive work days without authorized leave shall be deemed to have voluntarily resigned his/her position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Mayor, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.

2. ANNUAL VACATION LEAVE

- A. Annual leave is intended to benefit the employee, and employees are encouraged to take annual leave in the year in which it is earned.
- B. Annual leave will accrue during an employee's probationary period, but may not be used during the first six months of employment. Employees who terminate or are terminated within the six month probationary period shall not be compensated for accumulated annual leave, nor shall they be advanced unearned vacation leave.
- C. All full-time employees will accrue annual leave as follows:
 - (1) 0-10 yrs. service 8 hours per month (12 days per year)
 - (2) 10-20 yrs. service 10 hours per month (15 days per year)
 - (3) 20+ yrs, service 12 hours per month (18 days per year)
- D. Unused annual leave may be carried over from year to year, except that the maximum amount carried from year to year shall not exceed thirty (30) days. After December 31st of each year, accumulated vacation in excess of 30 days shall be forfeited. A written report shall be delivered to the Mayor by the Department Head detailing the reasons for leave forfeiture.
- E. Annual leave will be scheduled so as to meet the operating requirements of the department and the City. Seniority and/or earliest request within the various departments shall be the basis for resolving conflicts, should conflicts occur. Department Heads can deny leave requests when scheduling considerations cannot be met.

- F. An authorized City holiday shall not constitute a day of annual leave. When an authorized holiday falls within the time period of any employee's annual leave, he/she will not be charged annual leave for that day.
- G. Leave without pay will not be allowed if the employee has earned annual leave or comp time on record, except under the following circumstances:
 - (1) During the first six months of probationary employment; or
 - (2) During an official leave of absence.
- H. Employees hired after the fifteenth (15th) day of the month will accumulate vacation credits beginning the following month. Those hired on the fifteenth (15th) day of the month or earlier will receive credit for that month.
- I. Non-probationary employees who terminate from City employment shall be paid for all unused vacation accrued to their credit. Exceptions would be authorized when an employee is terminated for destructive conduct toward personnel or property of the City, when City property is unlawfully retained in the employee's possession, or other valid reason as determined by the City Council.
- J. Should a former full-time employee be rehired and remain in employment for five consecutive years after rehire, his/her time of employment will be bridged to include total years of service in the determination of vacation time earned.
- K. Vacation leave does not accrue during leaves of absence without pay.
- L. All vacation leave must be approved by a Department supervisor, and should generally be requested at least 24 hours in advance.
- M. Persons hired on an emergency, part-time, seasonal, temporary or contract basis shall not accrue annual vacation leave.
- N. A holiday which falls during an employee's annual vacation leave shall be counted as a paid holiday and not as annual vacation leave.
- O. An employee who is separated from employment may be compensated for all accrued annual vacation leave.

3. SICK LEAVE

- A. Sick leave, unlike vacation, is an employee's privilege rather than a right. Sick leave is a type of insurance policy which the City supports to enable employees to provide income to their families during periods of short and long term illness. Employees who abuse the City's sick leave policy may receive an unsatisfactory evaluation rating for attendance, due to loss of work time.
- B. Accrual: Full-time, permanent employees accumulate sick leave credits at the rate of one day (eight hours) for each month of continuous service, twelve days per year maximum. Credits begin on the first of the month for those hired between the 1st and the 15th days of the month. For those hired between the 16th and the 31st days of the month, credits begin on the first day of the following month. Unused sick leave may be carried over from year to year until a maximum of 120 days (960 hours) are accrued.
- C. Sick leave is provided for the following purposes:
- (1) To assist employees in remaining healthy. Sick leave provides for scheduling and attendance of medical, optical, and dental appointments.
 - (2) To assist employees in recovering from illnesses so they can return to work as soon as possible.
 - (3) To assist employees in providing needed care to immediate family members (husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild) when necessary for the welfare of the employees' families. Requires approval by the Department Head.
- When dealing with human medical issues, each situation must be evaluated on its own merits. Discretion by both the employee and the City is required when medical issues arise.
- D. When an employee calls-in sick, the employee should be:
- (1) At a medical, optical, or dental appointment which includes going to or coming from such an appointment. The supervisor should be advised of the location of the appointment and the estimated amount of time needed to complete the appointment. The time used for the appointment(s) must be reasonable with respect to the

extent of the medical problem and location of the office, clinic or hospital where the service is being provided; or

- (2) At home recovering from an illness or injury. The supervisor should be advised of any special treatment or any other unusual problems or issues that would require the employee to be away from home; or
 - (3) Assisting immediate family members who are ill. The employee should be directly involved in the actual physical care of that family member if the sick leave exceeds three days. The supervisor should be advised of the location where the assistance is being rendered and the amount of time needed.
- E. In the event of extended illness in excess of twelve (12) days and up to thirty days (30), the employee shall notify the Department Head of the anticipated absence. Such notification shall be reported to the Mayor, or designee, for record keeping purposes. Anticipated absences for a period greater than thirty (30) days must be submitted to the Mayor, or designee, for review by the City Council.
- F. In addition, when in the judgment of a Department Head, an employee's physical or mental condition appears to adversely affect the employee's ability to perform the duties of the employee's position, the Department Head may require the employee to undergo examination by a physician in accordance with administrative procedures.
- In cases involving proposed discipline or reassignment of an employee deemed physically or mentally unfit, the entire file shall be reviewed by the Department Head and Mayor, or designee, and the City's legal counsel prior to the effective date of discipline or reassignment. The Mayor, or designee, may conduct further hearings or inquiries as deemed necessary to arrive at a decision. The decision of the Mayor, or designee, shall be final.
- G. Employees will not be paid for sick leave in excess of the amount accrued. Unaccrued sick leave will not be advanced.
- H. All sick leave used after giving notice of termination must be supported by a doctor's certificate.
- I. **CONVERSION** - If an employee's accrued sick leave exceeds 60 days (480 hours), those days in excess of 60 may be traded at a ratio of four (4) sick days for one (1) vacation day, not to exceed three (3) vacation days per year. This conversion does not apply when an employee retires or terminates employment for any other reason.

- J. SICK LEAVE/CASH CONVERSION ON SEPARATION - An employee in good standing leaving employment with Price City may receive payment for one-fourth of the accumulated sick time. Said payment shall not exceed one month's base pay. To receive this benefit, all sick leave will be deemed to have been 'cashed in'.

4. SICK LEAVE ASSISTANCE

- A. The purpose of the Sick Leave Assistance Policy is to provide needed sick leave to qualifying department employees. The program is intended to aid employees who have had a serious accident or illness requiring extended absence beyond 30 days or more from work and whose leave benefits have been or will be exhausted. This policy is not intended to underwrite, encourage or justify abusive use of sick leave. In order to be eligible to receive donated sick leave, employees must have used all of their accumulated sick and annual leave and must not have a history of leave abuse.
- B. Any employee having in excess of 240 hours (30 days) of unused sick leave may donate his/her hours in excess of 240 for use by another employee. Employees donating sick leave cannot donate more than 96 hours (12 days) per calendar year. Employees must have at least one year of service before they qualify for assistance, and must be eligible for leave benefits to utilize this program.
- C. The maximum number of sick leave assistance hours which may be used by an employee shall be 1040 hours (130 days) per accident or illness. If an individual does not utilize all of the leave available in the leave bank, the leave hours shall be returned to the donating individuals. The first hour donated by all individuals will be used first, the second hour donated will be used next, etc. By using donated hours this way, unused hours will be returned to those having donated the highest number of hours.
- D. Hours donated to the Sick Leave Assistance program may not be used until all other forms of useable leave are exhausted, and when applicable, disability benefits are not yet available or are exhausted. Sick Leave Assistance hours may not be utilized at the same time as workers' compensation salary benefits or long term disability. Employees on donated sick leave shall accrue leave. Discretionary time taken off for pregnancy related reasons will not qualify an employee to have access to donated sick leave. Medical leave for pregnancy related reasons will qualify for access to donated sick leave.
- E. All use of the Sick Leave Assistance Program shall be subject to review by the employee's Department Head, Mayor, or designee.

5. **BEREAVEMENT LEAVE** - Leave with pay may be authorized in the case of death in the immediate family to the extent considered reasonable and necessary by the Department Head. This allowance, however, is not to exceed three (3) working days per incident. Immediate family for the purpose of this policy is defined as: husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild.
6. **HOLIDAY LEAVE**
- A. The following days have been designated by the City to be paid holidays:
- | | |
|------------------|--|
| New Year's Day | January 1 |
| Human Rights Day | Third Monday of January |
| President's Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | July 4 |
| Pioneer Day | July 24 |
| Labor Day | First Monday of September |
| Columbus Day | Second Monday of October |
| Veteran's Day | November 11 |
| Thanksgiving | Fourth Thursday and Friday of November |
| Christmas Day | December 25 |
- B. In addition to the above holidays, each employee shall be allowed two (2) personal choice holidays with pay of eight (8) hours each, which may be taken at any time during the year. To assist with scheduling of personnel, employees are required to provide at least one week notice in advance of taking a personal choice holiday off.
- C. When a holiday falls on a Saturday, it shall be observed on the preceding work day. When it falls on a Sunday, it shall be observed the following work day.
- D. Any changes in the designated holiday schedule must be approved by the City Council.
7. **COURT OR JURY LEAVE** - A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any Price Municipal Corporation litigation in any municipal, county, state, or federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to Price Municipal Corporation. Paid leave will not be granted when the employee is serving as his own witness in financial and related

suits which the employee has initiated.

8. **MATERNITY LEAVE**

- A. An employee who becomes pregnant may continue working until such time as she can no longer satisfactorily perform her duties or her physical condition is such that her continued employment may be injurious to her health.
- B. Sick leave which is regularly available to cover time for illness, physical examinations and periods of incapacitation will be available to the pregnant employee for the same purpose.
- C. Maternity leave shall be granted on the same basis as any other temporary disability or illness.

9. **INJURY LEAVE** - Any employee injured on the job, however slightly, must report the injury immediately to the Mayor, or designee. It shall be the duty of the Mayor, or designee, to obtain information regarding the accident or injury and to complete and submit such reports as are required. In some cases, on the job injury may prevent an employee from returning to work and performing his/her regular duties. Price City will reasonably attempt to accommodate alternate, light, restricted or transitional duty for workers injured on the job. In those cases modified, alternative, light, restricted or transitional duties, conducive to restrictions prescribed by the medical professional, may be assigned to the injured employee and Price City will reasonably attempt to help the injured employee design a work strategy that meet's the injured employee's needs.. Modified, alternative, light, restricted or transitional duties provide an opportunity for employees to earn their full, normal wages in lieu of the reduced workers compensation amounts. Follow-up management of workers compensation claims by Price City with an injured employee and medical providers may take place to ensure the employee is receiving the care required, properly attending medical appointments and complying with restrictions or duty assignments. Failure to return to work in a full alternative, light, restricted, transitional or modified duty status when released to do so can result in discipline up to and including termination.

When employees are unable to perform their regular duties due to off-the-job injuries and illness, the sick leave benefit is intended to provide compensation and alternative, light, restricted, transitional or modified light duty will not be assigned. In cases where transitional modified duty is not allowed or available, injury leave is one of the leaves of absence available to employees. Injury leave will be compensated from workers compensation benefits, accrued sick leave, sick leave assistance or will be unpaid. During unpaid injury leave, vacation leave, sick leave, or time toward yearly performance evaluation shall not accrue,

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Personnel Policies and Procedures Manual
Price Municipal Corporation

unless an exception is granted by the Mayor, with approval of the City Council. However, injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leaves requires conformance with all workers' compensation regulations when applicable.

10. **EMERGENCY LEAVE** - The Mayor, or designee, may allow a permanent or probationary employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employee's sick leave, annual vacation leave, or accrued compensatory time. The City Council shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, or time toward the employee's yearly performance evaluation, if applicable, shall not accrue.
11. **MILITARY LEAVE**
 - A. Employees who pursuant to military orders enter active duty, active duty for training, inactive duty training, or state active duty, shall be granted leave in accordance with Sections 39-1-36 and 39-3-1, Utah Code Annotated, 1953 as amended (UCA).
 - B. For purposes of this Policy and in accordance with Sections 39-3-1 and 67-16-3 (12) UCA, an employee means a person who is not a public officer, who is employed full-time, part-time, or on a contract basis.
12. **ADMINISTRATIVE LEAVE WITH PAY**
 - A. While performing authorized duties - A permanent or probationary employee may be granted administrative leave with pay to perform authorized duties in connection with Price Municipal Corporation business, attend trade or professional meetings which relate to official duties, participate in recognized and authorized training programs, or to otherwise facilitate the needs of Price Municipal Corporation.
 - B. Pending possible disciplinary action - A permanent or probationary employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.
 - C. Garden Leave. Price City may, at its sole option and discretion, allow, request or require that a terminating employee that has provided written notice to Price City of said employee's resignation/termination to forgo attending work and be paid out for the final days of scheduled work during the resignation/termination period. In this circumstance the employee is not expected to work, but shall be available to be contacted or called in to

work as long as the resignation/termination period continues.

13. **LEAVE WITHOUT PAY**

- A. The Mayor, or designee, may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of his/her position and employment without notice.
- B. A leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, and time toward his/her performance evaluation, if applicable, shall not accrue.
- C. Leave without pay shall be granted:
 - (1) For education purposes when the employee's course of study will be of direct benefit to Price Municipal Corporation, the absence will not be a hardship upon the employee's department, and the employee agrees to return to work at the end of the leave without pay period.
 - (2) To attend funerals not covered by the funeral leave policy.
 - (3) To attend to an ill or injured member of the employee's immediate family (husband, wife, mother, father, son, daughter, son-in-law, daughter-in-law, step-parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-child, grandparent, spouses' grandparent, and grandchild) when the absence is not covered by sick leave.
- D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the Mayor, or designee, may decide if the leave without pay is warranted.

14. **DOCUMENTATION OF LEAVE** - Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the Mayor, or designee, as soon as possible. In some cases where official paperwork is not available, the Mayor, or designee, may request that the employee supply additional information in writing to support the absence.

ATTACHMENT E
SECTION XXV – VEHICLE OPERATION

SECTION XXV: VEHICLE OPERATION

1. **GENERAL POLICY** - The safe operation of vehicles (including mobile equipment that may transport on public roadways) is essential to the welfare of employees and citizens, therefore it is the policy of Price Municipal Corporation (Price City) to ensure that any person who operates any vehicle while performing official business for or on behalf of Price City are qualified to drive and drive safely. All employees operating Price City owned vehicles or who operate any vehicle while conducting business for, or on behalf of Price City shall be subject to and follow this policy. For purposes of this section only (XXV) Price City elected officials, the Mayor and City Councilmembers, currently holding official elected office at Price City in good standing, may be considered Price City employees and authorized use of Price City owned, leased, rented passenger vehicle operation, excluding commercial vehicles, equipment, machinery and emergency vehicles. Price City elected officials operating a Price City passenger vehicle shall be subject to all qualifications, terms, conditions and requirements of this section.¹
2. **DRIVER QUALIFICATION** - Drivers operating Price City owned vehicles; or who operate any vehicle while conducting business for or on behalf of Price City must be qualified as an acceptable driver prior to operating any vehicle or mobile equipment on any public roadway. Qualification will include:
 - A. Possess a valid Utah Driver License with endorsements appropriate for the vehicle to be operated
 - (1) Employees with a valid driver license from another state are required to acquire a Utah driver license within the timeframe mandated by Utah code
 - (2) Driver license must not have any restrictions or limitations that cannot be accommodated within the employee's job description
 - B. Have the ability to operate the vehicle in a safe manner
 - C. Be at least 18 years of age, with a minimum documented driving history of two years
 - D. Maintain an acceptable driving record as determined by the Mayor or designee using the following criteria:
 - (1) The Motor Vehicle Record (MVR) for drivers and potential drivers shall not have more than 4 at-fault accidents and or moving violations
 - (2) Any single major violation may result in an "unacceptable" qualification as determined by the Mayor or designee, Risk Manager and the department head. Major violations may include but are not limited to:

¹ Added at the request of the Mayor and Council February 2019.

- a. Driving under the influence of alcohol or drugs
- b. Failure to stop/report an accident involving a Price City vehicle
- c. Reckless driving/speeding contest
- d. Impaired driving
- e. Making a false accident report
- f. Vehicular homicide, manslaughter or assault
- g. Driving while license is in probation, suspended or revoked
- h. Driving contrary to driver license restrictions or limitations
- i. Other violations as determined by Mayor or designee, Human Resource Director, and department head

- (3) Driver qualification will be established initially upon hire, and at least annually thereafter. Qualification will consider the following table, populated by all violations and accidents on the drivers MVR and work related record of motor vehicle incidents, whether or not they were reported to the Driver License Division or recorded to the MVR.

Moving Violations	At-Fault Accidents				
	0	1	2	3	4
0	Acceptable	Acceptable	Borderline	Borderline	Borderline
1	Acceptable	Acceptable	Borderline	Borderline	Unacceptable
2	Borderline	Borderline	Borderline	Unacceptable	Unacceptable
3	Borderline	Borderline	Unacceptable	Unacceptable	Unacceptable
4	Borderline	Unacceptable	Unacceptable	Unacceptable	Unacceptable

- (4) Drivers with a “borderline” qualification may be subject to driving improvement stipulations and driving restrictions as determined by the Mayor, Designee, and or Department Head
- (5) Drivers with an “unacceptable” qualification will not operate any vehicle while conducting business for, or on behalf of Price City and will participate in a conference with the Mayor or Designee, the Human Resource Director, and department head to determine appropriate action which could include:
- a. Transfer to a job that does not require operation of vehicles. There must be an open position for which the employee is qualified. Transfer may include demotion and compensation change
 - b. Termination of employment when operating a vehicle is an essential function of the employee’s job
 - c. Other action in harmony with this policy

3. SAFETY – Drivers are responsible for the condition and safe operation of any vehicle assigned to them to complete the tasks(s) requiring the vehicle. Requirements include but are not limited to:

- A. Perform and document pre-trip safety checks in accordance with Price City and Department procedures and protocols
 - B. All drivers, operators, and passengers of vehicles equipped with safety belts are required to wear safety belts at all times when the vehicle is moving. The driver will not place the vehicle in motion until all occupants comply
 - C. All operators of Price City vehicles, equipment, or any other vehicle on city business will exercise every reasonable caution and care while operating the vehicle. Operators will obey all traffic laws, equipment, registration, and licensing requirements applicable to the vehicle being operated
 - D. Typing and or sending text messages, email, or other similar activities are prohibited while operating a motor vehicle
 - E. Price City owned vehicles will not be relinquished to a non-employee driver except in cases of emergency
- 4. VEHICLE OPERATION, CARE AND MAINTENANCE** – Price City owns, leases, maintains and operates vehicles for the purpose of conducting city business. Drivers are responsible for the appearance and presentation of the vehicle they operate. Specific requirements include:
- A. Price City vehicles are to be used only for the performance of official duties and personal use is prohibited
 - (1) Individual written agreements may allow personal use of city vehicles and will govern those specially authorized uses
 - (2) Price City employees who are assigned a city vehicle may use the vehicle with prior approval of their supervisor to travel round trip from home and work when the employee is on call
 - (3) Incidental personal use is allowed when it occurs infrequently, is within the route of travel and approved by the department head or designee
 - (4) The use of city vehicles is prohibited in all instances where it could reasonably expose the city to the public perception of misuse or abuse of public trust. Such uses include but are not limited to stops at a liquor store, a bar or tavern, adult entertainment and or gambling establishments, unless the stop is required as part of the job assignment
 - (5) Elected official use or operation of a Price City owned, leased or rented passenger vehicle shall be considered subordinate in priority to Price City

employee use of a vehicle for the conduct of official Price City business.

- (6) Exceptions to the personal use of city vehicles policy can be made by the Mayor or designee
 - B. Only qualified Price City employees or elected officials as identified above are allowed to operate city vehicles and city employees may not carry passengers except on official business or with express permission of the Mayor or designee
 - C. Drivers are to report or arrange for vehicle repair and routine maintenance according to vehicle and city guidelines. Routine maintenance includes but is not limited to oil and other fluid level maintenance and changes, windshield wiper replacement, and tire rotation
 - D. Drivers are prohibited from modifying or altering Price City vehicles without prior written approval by the Fleet Department supervisor or designee.
 - E. Transportation of animals is prohibited without written approval of Department Head or when permitted as part of job description or job content
5. **USE OF PRIVATE VEHICLES** – A private vehicle is any vehicle, other than a Price City owned, leased or rented vehicle that is used on city business by an employee
- A. Use of a privately owned vehicle to conduct city business, including city approved travel within or outside Price City is permitted when authorized by a Department Head or designee. Department Heads must establish a department procedure to document that the authorization has been granted and that the privately owned vehicle has liability insurance meeting Utah legal requirements
 - B. A privately owned vehicle used for city business must be a mechanically safe conventional four-wheel motor vehicle that is properly licensed in the state of Utah
 - C. The employee's private insurance, including vehicle insurance will be the sole coverage with respect to bodily injury and property damage occurring during or arising out of the vehicle's operation
 - D. Mileage reimbursement for use of privately owned vehicles is considered full payment (including depreciation, insurance, maintenance and operating costs) for its use. Mileage rates are based on the Internal Revenue Service (IRS) reimbursement rate and Price City policy in effect at the time of the vehicle use
 - E. Implicit in the approval to use a private vehicle on city business is the requirement to obey all Price City policies and procedures, traffic and other laws, during the operation of that vehicle

6. **VIOLATION OF POLICY** – Consistent with other personnel policies and procedures, violation of the Vehicle Operation Policy, may result in discipline up to and including termination of an employee or voluntary resignation from office by an elected official.

RESOLUTION NO. 2019_____

A RESOLUTION ESTABLISHING A POLICY FOR CITY BASEBALL FIELD AND PROPERTY, MAINTENACE, OPERATIONS AND FACILITY USE.

WHEREAS, Price City (City) is desirous of adopting a policy perspective, a policy, policy guidelines, procedures and applications thereby creating a comprehensive program for use of the City's properties for baseball and other events.

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

Section 1 – Policy Perspective:

Baseball and Softball are popular athletic sports for players and pastimes for spectators and residents of the City, visitors and community at large. The City owns properties that are used for these athletic activities. The properties are maintained and operated by the City while programs, teams, games and supporting resources are organized and coordinated by the users. All references to baseball herein shall also include softball.

Baseball games and other events occurring on the City's property, baseball fields and facilities shall be scheduled and calendared so as to organize activities applied for, make arrangements for use of City property and to prevent conflict.

Concessions can be sold to participants and patrons visiting baseball games and other events. Concession-stand buildings can be used upon application approval. Concessions stand cannot be sublet by any other organization, individual, or entity.

Section 2 – Policy:

Baseball fields and basic amenities shall be maintained and operated by the City to a predetermined level of service. Users shall organize and manage their activities. Baseball games and other events shall be applied for, scheduled and calendared on a per-event basis to include concession stand usage. Block scheduling will only be allowed for full day events and tournaments that start at 8:00 am and ends no later than 10:00 pm.

Section 3 – Policy Guidelines:

A. Baseball Fields include:

- #1 Field (commonly known as the Atwood Complex, Major League Field)
- #2 Field (commonly known as the Atwood Complex, Babe Ruth Field)
- #3 Field (commonly known as the Atwood Complex, USU Eastern College Field)
- #4 Field (commonly known as the Atwood Complex, Little League East Field)
- #5 Field (commonly known as the Atwood Complex, Little League West Field)
- #6a Field (High School Field 1)
- #6b Field (High School Field 2)
- #7 Field (commonly known as the Girls Softball Field – South Park)
- #8 Major League Batting Cage
- #9 Atwood East Batting Cage
- #10 Atwood West Batting Cage
- #11 South Park Girls Softball Batting Cage

B. City responsibilities shall include:

1. A contact person to address property use questions and submittal of applications. The City's contact person shall be a designated city employee who's contact information will be provided to whomever the organization deems as their contact person.
2. Working cooperatively with the Baseball User Organization and community.
3. Maintaining the baseball fields, surrounding property and amenities to accommodate various age groups, leagues and other community events desiring to use the facilities.
4. Providing baseball fields with skinned infield dirt, outfield grass, back stop, perimeter and outfield fence, home plate, three bases, pitcher's mound, batter's box, catcher's box, on-deck circles, coach's box and foul lines.
5. Covered and fenced dugouts for home team and visiting team.
6. Drinking fountains.
7. Spectator area with bleachers.
8. Supporting buildings when available for concessions, game operation and storage.
9. Access roadways and streets, interconnecting sidewalks and parking lots.
10. Availability of water, sewer and electrical services.
11. Public restrooms.
12. Fire protection and police patrols.
13. General landscaping and maintenance for: grass, trees, bushes, flowers, flag poles, signs and monuments (*does not include baseball league flagpoles, banners or flags*).
14. General lighting for street, parking and security.
15. Trash cans and bags, dumpsters and receptacles, with garbage pick-up.
16. Storm water runoff, drainage and floor control.
17. Snow removal from roads, parking lots and sidewalks only.
18. Preparing the individual fields for game play or practice play (general maintenance, repairs, cleaning, grooming) once a day during the normal work week M-F, 7AM to 3 PM or as otherwise scheduled From April 1 to October 1. Fields prepared for "Game Play" will be designated as such and "Practice Play" will not be allowed.
19. Cleaning and stocking public restrooms once a day. Portable restrooms (porta potties) will be serviced by the vendor supplying them.
20. Turning the water supply on, weather permitting, to the baseball facilities, storage rooms, restrooms, sprinkler systems and amenities after the threat of frost, freezing temperatures and frozen ground has passed.
21. Receiving applications for reservations of the City's baseball fields, adjacent property, and associated facilities. Block scheduling will only be allowed for full day events and tournaments.
22. Reviewing applications for approval and scheduling.
23. Providing general routine maintenance from October 1 and April 1, with no detailed baseball field maintenance during that time.
24. Online access to calendars with reservation information to fields and batting cages.

C. Baseball User Organization (BUO) responsibilities shall include:

1. To ensure clear and consistent communications,
 - a. A designated liaison from each baseball organization, to communicate comments, questions and items of concern with the City's designated contact person. This will most likely be the Parks Supervisor or City Director over Parks.
 - b. A designated liaison from each baseball organization to coordinate applications for reservations with the City's designated scheduling contact person.

- c. At Price City's discretion the designated league representative may be given access to help maintain field and batting cage schedules. The league must demonstrate sound judgement and fairness. Price City may evoke this access at any time.
2. Working cooperatively with the City.
3. Submitting weekly application through the City's contact person for use of the baseball fields, batting cages and other amenities. Declare its status as a non-profit or for-profit entity (for-profit groups may be charged a fee). Provide a current certificate of liability insurance naming the City as an additional insured. Submit information describing its organization, directors, officers and bylaws, with contact information for its officers and coaches.
4. Responsibility for all access combination locks provided by City, their distribution, use, return, and replacement; returning said keys at the end of the approved event or season schedule, unless otherwise authorized to retain. A key distribution, return and retention record shall be maintained by the BUO and City.
5. Responsibility for a game announcer's system, score boards, flagpoles, flags, sponsor signs and banners, etc. Remove all temporary items at the end of their application or season schedule to include flags, signs, banners, etc., unless otherwise authorized to remain.
6. Responsibility for securing the site, buildings and amenities before, during and after the games to monitor use, prevent misuse and vandalism.
7. Picking up after games and practices; loose trash, debris, paper, cups, clothing, equipment, etc.
8. Cleaning out the dugouts, fields, batting cages after each use and keeping floor drains accessible and unobstructed.
9. Recognizing fields made ready for game play and not use them for general practice and making arrangements to practice on alternative fields. Pre-game warm-up on a team's scheduled playing field is allowable by the team on game day prior to game time. Fields prepared for "Game Play" will be marked as such and "Practice Play" will not be allowed.
10. Taking care of necessary minor field up-keep and grooming during games, in between back to back games and after games.
11. Keep restrooms stocked with toilet paper as may be needed.
12. Not installing vegetation, physical or capital improvements to the property, baseball field and amenities without express authorization and supervision from the City.
13. Not engaging in operation, repair, alteration or adjusting of the sprinkler systems (sprinkler heads, valves, clocks, wiring).
14. Only accessing the controls for field lighting when authorized by the City.
15. Only using the existing concession stands when authorized. Concession stands may be used for storage, preparation, sale and distribution of food. They also may be used for game operation (scoring, announcing, record keeping). Game equipment, tools and supplies shall not be stored in the concession stands. Maintaining applicable food handling permits in compliance with health department regulations.
16. No organization, team or entity taking responsibility for the concession stands will be allowed to sublet the concession stands.
17. Using separate storage facilities provided by the City, upon application, and subject to availability and approval. Using storage space will require an orderly placement of game equipment, tools and supplies, etc. Private portable storage containers may be used upon application and approval.

18. Utilizing the baseball fields and amenities in compliance with all necessary local, state and federal regulations.
19. Making every effort to conduct the baseball program in a safe and orderly manner, being vigilant at all times to assure the safety of the organizer, users, players, spectator, City employees and those occupying the premises during game preparations, game play and practices.

D. Scheduling:

1. A BUO or other entity wanting to use the baseball fields, batting cages or concession stands shall submit an application to the City's designated scheduling contact person located at Price City Hall, 185 East Main Street in the Utility Collections office who can be reached Monday – Friday, 8am-3pm at 435-636-3180.
2. Submittals shall include the application form, supporting information and each game or event schedule to be calendared.
3. Scheduling requests will be made for each individual game or practice or use of the batting cages in 1 hour increments with the exception of all-day events or tournaments. Season block schedules are not allowed.
4. Scheduling requests will be in 1 hour blocks weekdays between 3pm and 10pm and may be requested for multiple days within a single week. Weekend scheduling will be for 1 hour blocks between 8am and 10pm.
5. Approved schedules and events will be included on the City's web site calendar at www.pricecityutah.com/baseball.
6. Field #3 (USU Eastern College Field) is under separate contract year round and is not included in scheduling.
7. The City's property, baseball fields and amenities shall not be sub-let by applicants to other groups, individuals or events.
8. Unless posted, the gate is locked or if not for an approved application, the property and fields may be used by the general public for recreational purposes.
9. As stated in Section C item 1c, the designated league representative may assist with field and batting cage scheduling.

E. Concession Stands:

1. A BUO or other entity must submit an application for a concession stand.
2. A BUO or other entity with a reservation for a concession stand may allow another entity use of that concession stand but they are not allowed to sublet the concession stand to any other entity for a fee.
3. A BUO or other entity wanting to use the existing or portable (trailer) concession stands shall include that request in their application.
4. Concession stands may be used for preparation, sale and distribution of food and/or game administration (scoring, announcing, record keeping) and storage of food products.
5. Game Equipment, tools and related supplies shall not be stored in the concession stands.
6. Access into the concession stands shall be maintained at all times for sale ingress and egress, allowing room to maneuver in the building, storage and access building utility controls and electrical panels and water supply lines. Concession stands shall continually be kept secure, clean, organized and clutter free.

7. Authorized users shall furnish all the necessary food handling equipment (tools, containers, cooking, display and refrigeration), food supplies and cleaning equipment, etc.
8. Those operating the concession stand shall have acquired valid, current 'food handling permits' per State Health Department regulations.
9. Authorized users shall vacate the City owned concession stands at the end of the approved event or season schedule by removing all equipment, food supplies, returning keys, no later than October 1, unless otherwise authorized by the City to remain. It must be noted that concession stands are available thru the year to any entity making the appropriate reservation request. Block or seasonal scheduling is not allowed. Thus, any supplies or equipment being stored in the concessions stand will be the responsibility of the party to whom they belong and stored at your own risk. Stored items must not hinder the use of the concession stands by other parties.
10. Applicants may sell concessions to other events occurring on City property that are part of or adjacent to the baseball facilities.
11. Application and approval for use of the South Park baseball fields does not include use of entire park, pavilion or kitchen. Separate park reservation applications for use of specific park area, pavilion or kitchen area required.

F. Other Users/Entities:

1. Others wanting to reserve the use of the City's property, baseball fields, batting cages, concession stand and other amenities shall submit an application. All applicants shall be required to adhere to these policy stipulations.
2. The general public, including families, parents and children or individuals, may use the baseball fields, batting cages, property and amenities without application providing such use does not conflict with pre-authorized scheduling or use of areas requiring keyed access.
3. The City shall have the right to approve or reject any application, to impose minor adjustments, requirements, procedures and to waive any technicality in the best interest of the City.
4. Any provision of this policy or decision made in reference to this policy may be appealed.
5. Use of fields by separate agreement, requires special approval. Said agreement will describe specific conditions as to how the fields are to be used, maintained and operated.

Section 4 – Application Form.

The form of application shall substantially conform to the format set forth in Exhibit 'A' for use of Price City baseball fields, property and facilities which is attached hereto and by this reference are made a part hereof.

Section 5 – Severability.

The provisions of this resolution and the provisions adopted or incorporated by reference are severable.

Section 6 – Repealer.

The provision of other resolutions in conflict with this resolution and the provisions adopted or incorporated by reference are hereby repealed.

Section 7 – Effective Date.

In the opinion of City Council of Price city, it is necessary for the preservation of the peace, health and safety of the City and the inhabitants thereof that this resolution takes effect immediately.

PASSED AND ADOPTED by the City Council of Price City, State of Utah this _____ day of _____, 2017.

PRICE MUNICIPAL CORPORATION

By _____
Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

Definitions

STRUCTURE MAINTENANCE: Meaning-Cleaning restrooms by sanitizing sinks, toilets, urinals, sweeping, mopping floors, painting and repairs to plumbing and sprinkling systems.

GROOMING: Meaning-Preparing the infield soil playing surface area by watering, removing rocks and debris, ground leveling, spiking, matting, dragging with metal drag and raking and removing the berm that is formed between the infield dirt and the outfield turf.

GAME EQUIPMENT: Meaning-Bases, home plate, pitcher's mound and rubber, hoses, field rakes, shovels, brooms, hand drags, base plugs.

INFIELD MATERIAL: Meaning-Soil that is specifically purchased and used primarily on the infield playing surface.

CLAY BRICKS: Meaning-Hard compacted soil resembling house bricks that are used to repair or construct the pitcher's mounds or around home plate to cut down on excessive wearing.

MOUND CLAY: Meaning soil that is specifically designed for the repair and construction of pitcher's mounds.

FIELD/PARK MAINTENANCE: Meaning- Any grounds cleaning that include the sweeping or picking up any and all debris (paper, glass and plastic bottles, food wrappers, sunflower seeds, cups, bowls), sweeping sidewalks and dugouts, pulling and removing weeds along fence lines, backstop, backfilling holes in infield and outfield.

GROUNDS MAINTENANCE TOOLS: Meaning-Landscape, hard wire and leaf rakes, Scoop, flat and spade shovels, hoses and nozzles, water connection keys (44).

GROUNDS MAINTENANCE EQUIPMENT: Meaning-Any motorized equipment such as; trucks, 4-wheelers, riding infield groomers that include spikes, aerators, chain mats, brooms, grooming machines, front end plows or blades, BobCat's or Skid loaders, backhoes and loaders, graders, compactors, UTV's and their attachments and lawn mowing equipment.

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Price City
Address: 185 East Main; PO Box 893
City, State Zip: Price, UT 84501
Attention: Lisa Richens, Finance Director

Public Finance Office:

County: Carbon
Amount: 146,826.80
Rate: 3.58
Maturity Date: March 13, 2023
First Pmt Date: March 13, 2019
Payment Dates: March 13
Auto Extend: 4
Governing Body: City Council
Resolution Date: February, 2019
Dated Date: March, 2019
Day: 13th
State: Utah

\$146,826.80
Price City
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the Price City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of March 13, 2019

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

PRICE CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of March 13, 2019, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the "Bank"), and Price City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H :

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property, and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease, constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E and F hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D and E attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee’s fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on March 13, 2023, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

- (a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").
- (b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.
- (c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement

applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the

policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the

respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Price City
185 East Main; PO Box 893
Price, UT 84501
Attention: Lisa Richens, Finance Director

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

PRICE CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of Three Point Fifty-Eight percent (3.58 %) per annum calculated based on actual number of days elapsed during a 360-day year.

2. Payment Dates and Amounts.

Price City, Utah

\$146,826.80 Equipment Lease Purchase

Dated March 13, 2019

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/13/2019	31,466.61	-	-	31,466.61	31,466.61
03/13/2020	27,336.72	3.580%	4,129.89	31,466.61	31,466.61
03/13/2021	28,315.37	3.580%	3,151.24	31,466.61	31,466.61
03/13/2022	29,329.06	3.580%	2,137.55	31,466.61	31,466.61
03/13/2023	30,379.04	3.580%	1,087.57	31,466.61	31,466.61
Total	\$146,826.80	-	\$10,506.25	\$157,333.05	-

Yield Statistics

Bond Year Dollars	\$293.47
Average Life	2.544 Years
Average Coupon	3.5799984%
Net Interest Cost (NIC)	3.5799984%
True Interest Cost (TIC)	3.5799984%
Bond Yield for Arbitrage Purposes	3.5799984%
All Inclusive Cost (AIC)	4.3215535%

IRS Form 8038

Net Interest Cost	3.5799984%
Weighted Average Maturity	2.544 Years

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

One (1) 2019 Ram 1500 Classis Tradesman 4X4, VIN #1C6RR7FG3KS607194
One (1) John Deere 410L Backhoe

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Price City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Price City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2019.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF CARBON

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Price City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on February 27, 2019, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2019.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2019.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Price City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 13th day of March, 2019, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder
and UCC-1 Filing]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated March 13, 2019 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

PRICE CITY

By: _____
(Authorized Signature)

Date: _____

FY2019 Outdoor Recreation Grant Infrastructure Application

Applicant	Terry Willis
Applicant ID	APP-015189
Company Name	Price City
Recipient Address	Price City 185 East Main Price, Utah 84501
Email	terryw@priceutah.net
Status	Draft

Funding Request

NOTE: Funding decisions are at the discretion of the Utah Outdoor Recreation Grant Advisory Committee based on review of the overall budget and project. For successful proposals, the Utah Outdoor Recreation Grant Advisory Committee reserves the ability to award, all or a portion, of the grant request.

The Utah Outdoor Recreation Grant awards Grant Funding Requests ranging from \$5,000 to \$150,000.

Question: Total Project Cost:

\$30,000.00

Question: Grant Funding Request (1st Choice):

\$15,000.00

Question: For grant requests of \$15,001 and above: If your project does not score high enough to receive the 1st Choice Grant Funding Request, would you like to have your project considered for a 2nd Choice Grant Funding Request?

☐ Yes

☐ No

☐ N/A

Question: Grant Funding Request (2nd Choice— if applicable):

Not Answered

Question: If your organization CAN complete the project with this lower amount of funding, select YES. If your organization CANNOT still complete the project with this lower amount of funding, select NO. If you DIDN'T FILL IN a lower amount of funding, select N/A.

☐ Yes

☐ No

☒ N/A

Project Summary

NOTE: The project summary will provide an opportunity to fully explain the project and its value to the community. Please provide any links as the link in full. Hyperlinked text from a word document will not be preserved when copying and pasting into the application. Please refer to the [program guide](#) for any additional questions.

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application as you go. This will allow you to proofread and edit answers more effectively. Using a word processor also easily keeps track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely, without editing from the OOR staff, for all necessary reporting. Please make sure it is well-written and free of grammar or punctuation errors.

Question: Project Abstract - Please summarize the project in a concise 2-3 sentence summary. 1,000 Character Limit

Construction of two bike pump parks. One a beginner and the other intermediate skill level.

Question: Project Description - Please describe your project in detail. 5,000 Character Limit

Price City will be constructing two pump parks for use as recreation and skills training for bike riders. The city owns the land and the parks are located adjacent to an existing skatepark and play area. We will be demolishing an used and poorly constructed BMX park and rebuilding as two pump parks. This will be free and is close to several schools in the area. It is proposed to go hand in hand with our new MT bike trail that is being constructed for the High School mt bike team. We have scaled down this project from a much larger, full blown bike park that had slope style runs and many other features due to the cost. While this is still our larger goal, we are targeting the first phase as the pump parks to begin to develop the skills necessary to ride the extensive network of user made single track trails in our area. These parks can be used with

strider bikes right up to full mountain bikes and everything in between. There are no bike parks in all of southeast Utah that are close by. With Grand and Emery County developing more trails every year as well, we are targeting a way to add a uniqueness to the mix for the beginner to have fun and learn skills without the frustration that can come while trying to keep up with better riders on the trails.

Question: What problem in your area is this project addressing? Provide a clear problem statement in how your project will solve an outdoor recreation problem in your community. 3,000 Character Limit

Carbon county consistently ranks as the unhealthiest county in the state. We are targeting the school age population with these parks. If we get the kids riding when they are young it will turn into a life long habit. We have many bike trails that are not easily accessible to the younger kids, this will allow them to access the parks by riding there bikes to them. When unskilled beginners head out to ride trails they are unprepared for they can experience frustration and injury. This can discourage further riding and leave them afraid to try again. A pump park is an excellent place to develop skills, get exercise and encourage riding. We have been working for several years to improve the health of this community. We continue to struggle with high drug use and suicide levels. Having easier access to additional recreation opportunities will improve the outcome of our efforts.

Question: Measuring the Need– What data or proof do you have that demonstrates this need? Provide data that explains the current situation in your community in relation to outdoor recreation 3,000 Character Limit

According to <http://www.countyhealthrankings.org/app/utah/2017/overview> Carbon county ranked 27 out of 29 counties with Piute and Daggett not reporting info. We show an adult obesity rate of 27% and an inactivity ranking of 25% while our access to physical activity is 68%. Our childhood poverty rate is 21% so we need to target activities that all our youth can participate in for free.

Question: Community Outreach and Diversity– How will this project improve recreational opportunities for youth, minorities, people with disabilities, veterans or lower income families living in the area? 3,000 Character Limit

These pump parks are within the heart of town and can be easily ridden to by most youth. No entry fee will be charged. We are coordinating efforts with USU Eastern's blue bike program to rehab used bikes and make them accessible for low income children. Mt bikes will be available for a low fee to rent from the college. Currently you have to travel to a larger city to find a pump park and that is out of reach for many families. Our park will be an easy drive to almost every one in the county. All of the entrances to the park will be ADA and we will make sure hand bikes etc will be able to access the park, however the nature of a pump park does not lend to hard surface modifications for wheelchairs. Every effort will be made to look at ways to integrate the disability community into the project.

Question: Existing or Expected Users - What recreational user groups, local clubs, youth teams, etc. will use the infrastructure? Provide an estimate of the number of users for each group. 3,000 Character Limit

We expect the Carbon High bike team (20 kids) will hold events. Local Scouts (250) Church groups (500) Elementary Schools(1500) . The park will be available for use by groups for parties and for skills training events for about 8-10 months of the year.

Question: Marketing- How will you advertise and market this project to locals, tourists and identified user groups? 3,000 Character Limit

Price City works closely with the Carbon County Office of Tourism to promote our recreation in the area. We will also use local news media, ETV news, and they have a tourism channel that plays in the area hotels and motels that will feature our park. We will shoot a promotional video to be used on FB and other media sites. We will also make sure the information is posted on bike apps such as strava and others and sites like Travel.com etc. The park will be part of our new wayfinding signage in the process of designing and installing

Question: Maintenance-What are the plans for both short and long-term maintenance? Projects without sustainable maintenance plans will not be approved. 3,000 Character Limit

Price City will perform routine maintenance as part of its Parks and Cemetery department. We will also have ongoing volunteer maintenance days using the high school Mt bike team to keep the park in good condition.

Project Readiness & Scheduling

NOTE: The scoring committee gives extra consideration for shovel-ready projects. If your project is not shovel ready, it must be mature enough in planning to ensure completion by June 2021.

If projects don't meet this deadline, they will be disqualified and no funds will be awarded. If the project will be constructed on federal lands, the project needs to have results from an environmental planning process (such as NEPA). Please see the [program guide](#) for any additional questions.

Question: Timeline- What is the approximate schedule for your project? When will it be ready for construction and when will it be complete? 3,000 Character Limit

We would begin this year as soon as the weather allows and plan to finish before the end of September of this year. The land is available to begin immediately.

Question: Planning- What engineering or conceptual design work has been done so far? Please explain in detail. 3,000 Character Limit

We have worked with Bob Radke of Sagebrush Trails and Services prepare site plan and preliminary work. He came and did several site visits and prepared an estimate of a more complex park with the two pump parks as part of the overall design. The total cost came in at \$200,000 so we have significantly scaled back our efforts.

We have an estimate from Nelco Construction to complete the work and have the specifications for the pump parks ready

Question: Permits- List any permits or environmental documentation required to construct the project and their status (if applicable). 3,000 Character Limit

There will be no permits needed as this is a city project on city land.

Question: Land Ownership- Select the majority type of land the project is being constructed on.

City

Question: Land Ownership-If the land owner is not the applicant, please explain the contracts, easements and agreements that have been made between the property owner and the applicant. 3,000 Character Limit

NA

Economic Impact

Question: What is the PRIMARY economic development need that this project will serve?

Community improvement

Question: What is the SECONDARY economic development need that this project will serve? (Please select a different answer).

Increase tourism

Question: Please explain the ways in which your project is helping solve the primary and secondary selections made above. If your project has any additional economic benefits, please explain. 3,000 Character Limit

This park will take a blighted poorly built BMX park and turn it into an activity center. It will give our youth another opportunity to stay active. It is close to baseball fields and will make coming to our area even more family friendly. It is located in an area that will not have user conflicts with motorized vehicles and provide a safe area to learn skills and recreate

Question: How many new Full Time jobs will the construction of the infrastructure create? (Full time is at least 30 hours/week)

0.00

Question: How many new Part Time jobs will the construction of the infrastructure create? (Part time is less than 30 hours/week; position continues throughout year)

0.00

Question: How many new Seasonal jobs will the construction of the infrastructure create? (Seasonal jobs are only a portion of the year)

0.00

Recreational Access & Value

Question: What is the PRIMARY outdoor recreation activity this project will support? Select one:

Not Answered

Question: What SECONDARY type of outdoor recreation activity will this project support? Select a different one:

Recreational or Road Cycling

Question: Is the project part of a regional, county or other type of master recreation plan for the area? Describe how. 3,000 Character Limit

The project is part of Price City's 2010 master recreation plan. It identified the need for more parks with a diversity of activities. The Dino-Mine park is a collection of activity centers including a skate park, an adventure park, and basketball court, a toddler activity play area and a walking track. The original BMX park was part of the complex but has fallen into disuse and disrepair after design and erosion problems occurred.

Question: How are you integrating accessibility into your outdoor recreation site and trail projects? 3,000 Character Limit

This park is designed to integrate hand cycles and some wheel chair activities. But the nature of the activity does not lend to a lot of ADA adaptations

Question: What fee will the public be charged to access this amenity? If there is no fee, enter a value of '0.00'.

\$0.00

Question: If the project is a trail project, does it connect two or more significant existing trails or area attractions?

☐ Yes

☐ No

☒ N/A

Question: If the project is a trail project, how many NEW miles of trail will be created?

Not Answered

Question: Please list all partnerships this project has along with each partner's contribution to the success of the project (If applicable). 3,000 Character Limit

USU Eastern-they will be providing heavy equipment and operators from their program to help

with the dirt work. They are also going to help with getting bikes to low income children through their blue bike program. Carbon High Mt. Bike team they will be doing a lot of hand work and finish work on the course.

Question: Are you receiving any other donations or grants to help fund or complete this project? Please explain. 3,000 Character Limit

No we are certain we have enough help from the college and high school to help with the matching portion to complete this as requested

If Applicable Supportive Materials and Attachments

NOTE: For each question, click ""Choose File"", select the correct file you would like to attach, then click ""Upload"". Save the page before moving on to the next section. Individual attachments should not exceed 20 MB.

Please see the [program guide](#) for any additional questions.

Use this [link](#) when filling out the Sensitive Wildlife Area Documentation.

Question: Landowner Approval Letter: Please attach if applicant is not the landowner or land manager. This can include a Landowner Approval Letter, MOU, or legal contract with the property owner (If applicable).

No Attachments

Question: NEPA Documentation: Please attach if the project is on or crossing federal lands (If applicable).

No Attachments

Question: Sensitive Wildlife Area Documentation: Please attach documentation from the Utah Department of Wildlife Resources (DWR) if the project is in or near a special management area for a sensitive species such as the Sage Grouse (If applicable).

No Attachments

Question: Permit from Army Corps of Engineers: Please attach for river projects (If applicable).

No Attachments

Question: Engineering Plans: Please attach if engineered plans have been completed (If applicable).

No Attachments

Question: Master Plan: Please attach if the project is part of a regional, county or other type of master recreation plan for the area (If applicable).

[Parks and Rec Plan Final 10-29-13.pdf](#) (2/15/2019 4:38 PM)

Question: Donation Confirmations: Please attach written confirmations of donations from partners or other sponsors in letter form (if applicable).

[MTB pump track letter.docx](#) (2/19/2019 7:19 AM)

Minutes of the Price City Council Workshop
City Hall, Room 106
February 13, 2019 – 4:00 p.m.

Present:

Mayor Pro tempore Marsing

Councilmembers:

Terry Willis

Amy Knott-Jespersen

Rick Davis

Layne Miller

Items discussed:

Safety Second – Councilmember Marsing

100 North UDOT Bridge Closure/Rehabilitation – David Asey, Frontline Public Information

Enterprise Zone and Recycling Zone – Hallow & Company/Councilmember Marsing

Price City Word Mark Logos – Councilmember Willis

St. Patrick’s Day Parade – Councilmember Davis

Carbon Caring for Kids – Comments from City Councilmembers

Bike Park – Councilmember Willis

The Gallery – on the 2nd Floor – Councilmember Willis

Councilmember reports:

Councilmember Davis

Councilmember Knott-Jespersen

Councilmember Marsing

Councilmember Miller

Councilmember Willis

Committee reports:

Community Progress – Councilmember Willis

Culture Connection – Councilmember Miller

Emergency Planning – Councilmember Davis

International Days – Councilmember Knott-Jespersen & Councilmember Marsing

Price City Library – Councilmember Miller

Adjourned: 5:20 P.M.

APPROVED:

ATTEST:

Boyd Marsing, Mayor Pro tempore

Sherrie Gordon, City Recorder

‘DRAFT’

Minutes of the Price City Council Meeting
City Hall
Price, Utah
February 13, 2019, at 5:30 p.m.

Present:

Councilmembers:

Rick Davis	Brandon Ratcliffe, Price City Police
Amy Knott-Jespersen	Nick Tatton, Community Director/Human Resources Director
Boyd Marsing	Sherrie Gordon, City Recorder
Layne Miller	Lisa Richens, Finance Director
Terry Willis	Bret Cammans, Customer Service Director

MOTION. Councilmember Davis moved to appoint Councilmember Marsing to serve as Mayor Pro tempore in the absence of Mayor Kourianos. Motion seconded by Councilmember Miller and carried.

1. Mayor Pro tempore Marsing called the regular meeting to order at 5:30 p.m. Price Stake President Travis Blackburn with the Church of Jesus Christ of Latter-Day Saints offered a word.
2. Mayor Pro tempore Marsing led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Mayor Kourianos was excused.
4. SAFETY SECONDS – Councilmember Knott-Jespersen talked about snow removal. Residents are responsible to remove snow on their sidewalks. She suggested establishing an updated procedure for snow removal on Mail Street. Everyone should be extra careful during this cold, wet, slippery time.

5. PUBLIC COMMENT –

Cacilia Jensen with Four Corners Behavioral Health Suicide Prevention, presented an update on their suicide prevention program. She advised everyone to take any type of suicide prevention training available.

6. 100 NORTH UTAH DEPARTMENT OF TRANSPORTATION BRIDGE CLOSURE/REHABILITATION - Project update.

David Asey from Frontline Public Information, a consultant working with the Department of Transportation, presented an update on the project. Construction will start in early March with the road being closed from about mid-March to the end of July. He will be sending out mailers to all addresses in the 84501 zip code and he will be personally meeting with business in that area. He is also working toward an open house on February 28, 2019 at City Hall from 4:30-6:30 P.M. More information will follow.

7. REQUEST FOR SPONSORSHIP - Consideration and possible approval of sponsorship for the Young Art in the Town art contest.

Aubrey Fausett and Abbie Saccomanno with the Price City Youth Council addressed the Mayor Pro tempore and Council. The youth council is sponsoring a contest for Carbon County youth. The contest, Young Art in the Town, will be held February 20, 2019 at 6:00 P.M. The youth council would like to hold the contest at Price City Hall, second floor. They also requested that all fees be waived.

MOTION. Councilmember Knott-Jespersen moved to approve the use of the hall and all fees be waived. Motion seconded by Councilmember Willis and carried.

8. REQUEST FOR SPONSORSHIP - Consideration and possible request for sponsorship for 2019 Carbon High School Graduation Spectacular.

A discussion was held about the letter received from Wayne and Leslie Woodward requesting sponsorship of the 2019 Carbon High School Graduation Spectacular.

MOTION. Councilmember Willis moved to approve a \$500 sponsorship for the 2019 Carbon High School Graduation Spectacular. Motion seconded by Councilmember Knott-Jespersen and carried.

9. REQUEST FOR SPONSORSHIP - Consideration and possible request for sponsorship for the Carbon Rodeo Club 2019 Carbon High School Rodeo.

Kendra Rhodes and Kacyen Rhodes with the Carbon High School Rodeo Club requested sponsorship for the 2019 rodeo. The annual qualifying Utah State High School Rodeo will be held this year on April 12, 2019. They are expecting 450 contestants. They stated that Price City has sponsored this event in the past and they would appreciate consideration of a sponsorship this year. Sponsorship to the rodeo club is a budgeted item and the funds are available.

MOTION. Councilmember Miller moved to approve a \$500 sponsorship to the Carbon Rodeo Club. Motion seconded by Councilmember Willis and carried.

10. REQUEST FOR SPONSORSHIP - Consideration and possible approval of sponsorship for the Pacific Southwest Region of Babe Ruth League Inc. baseball tournament being held July 21-25, 2019.

Jill Emerson and Nicole Steele addressed the Mayor Pro tempore and Council. They reviewed the Pacific Southwest Regional Baseball tournament being held in Price on July 21, 2019. The tournament would last 4-5 days. They are expecting seven teams to enter the tournament. This tournament will bring revenue to Price City. They requested the use of Field 2 for the tournament. They requested a \$3,000 sponsorship. \$1,500 to be paid within the first month of March 2019 and the other \$1,500 to be paid July 1, 2019. Councilmember Davis stated that he was talked with Carbon County and they are willing to meet to discuss the tournament and sharing sponsorship costs with Price City. It was suggested that Jill and Nicole contact all avenues for additional sponsorship, including Carbon County. If they do not get all of the money needed, they are welcome to come back to Price City and make a second request for sponsorship.

MOTION. Councilmember Davis moved to approve a \$1,000 sponsorship for the Pacific Southwest Regional Baseball tournament. Motion seconded by Councilmember Miller and carried.

11. PROCLAMATION - Consideration and possible approval of a proclamation supporting the Utah Compact declaring 5 principles to guide Utah's immigration discussion.

Mayor Pro tempore Marsing read aloud the proclamation.

MOTION. Councilmember Miller moved to approve the proclamation. Motion seconded by Councilmember Knott-Jespersen and carried.

12. PROCLAMATION - Consideration and possible approval of a Proclamation for Arbor Day on April 26, 2019.

Mayor Pro tempore Marsing read aloud the proclamation.

MOTION. Councilmember Davis moved to approve the proclamation. Motion seconded by Councilmember Willis and carried.

13. RESOLUTION NO. 2019-03 - Consideration and possible approval of a resolution amending the employee promotion career ladder matrix for the water and sewer department at Price City.

Nick Tatton reviewed the resolution.

MOTION. Councilmember Willis moved to approve Resolution No. 2019-03. Motion seconded by Councilmember Miller and carried.

14. RESOLUTION 2019-04 - Consideration and possible approval of a resolution amending the employee promotion career ladder matrix for the parks and cemetery department at Price City.

Nick Tatton reviewed the resolution.

MOTION. Councilmember Knott-Jespersen moved to approve Resolution No. 2019-04. Motion seconded by Councilmember Willis and carried.

15. PRICE CITY WORD MARK LOGOS - Consideration and possible approval of word mark logo.

The word mark logos were discussed. Greg Dart, Associate Vice President with USU-Eastern, presented a power point on Price City Branding and specifically the word marks suggested. It is exciting for the university to work directly with Price City on this project. This is a joint partnership.

Mathew Sorensen addressed the Mayor and Council. He is new to the area. The Council welcomed him. He asked numerous questions regarding the word mark logos.

MOTION. Councilmember Knott-Jespersen moved to approve the Price City Word Mark Logos. Motion seconded by Councilmember Willis and carried.

CONSENT AGENDA – Councilmember Davis requested Item 18 be table for further discussion and moved to approve consent agenda items 16 through 22 with the exception of Item 18. Motion seconded by Councilmember Knott-Jespersen and carried.

16. MINUTES

- a. January 23, 2019 City Council meeting

17. 1900 EAST PRICE PHASE III: 600 North to 800 North - Consideration and possible approval of UDOT Local Government Contract for Preconstruction Engineering Services with Horrocks Engineers, Inc in the amount of \$93,069.41 (Budgeted).
18. SEWER CLEANING - Consideration and possible approval of contract with Twin “D” Inc. for biennial sewer cleaning in the amount of \$72,780 over two fiscal years. Bids were opened February 6, 2019 and Twin “D” Inc. was the low bidder. The project is within budged amounts.

This item was tabled for further discussion.

19. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program Reimbursement for tangible property improvements at 91 East Main and 95 East Main.
20. LOCAL CONSENT - Consideration and possible approval of Local Consent for alcohol sales at Millers Price LLC, 775 S Carbon Avenue.
21. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Custom Predator Solutions at 1460 Sagewood Road, GMRG ACQ 1 LLC (DBA Pizza Hut) at 212 S HWY 55, Nieves Allende LLC at 353 S HWY 55, BCBU, Inc. dba Rocky Mountain Personal Care at 60 E 100 N, and Salon Vivid, LLC at 90 West 100 North Unit #7.
22. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Tamara Gray and Kamra Davis, Deseret Wave Pool - Annual National Aquatics Management Training Classes, March 10-14, 2019, St. George, UT
Nick Tatton, Community Director/Human Resources Director - HR Law Seminar, May 30, 2019, Salt Lake City, UT
Bret Cammans, Customer Service Director - UAMPS monthly members meeting March 19-20, 2019, St George, UT and April 16-17, 2019, Salt Lake City, UT
23. UNFINISHED BUSINESS – No unfinished business discussed.

Mayor Pro tempore called for a motion to close the regular City Council meeting.

MOTION. Councilmember Willis moved to close the regular City Council meeting. Motion seconded by Councilmember Miller and carried.

The regular City Council meeting was adjourned at 6:40 p.m.

APPROVED:

ATTEST:

Boyd Marsing, Mayor Pro tempore

Sherrie Gordon, City Recorder



CARBON COUNTY HUMANE SOCIETY
ANNUAL
GREEN EGGS AND HAM BREAKFAST

SATURDAY
MARCH 16, 2019
9:00 a.m. – 11:00 a.m.

PRICE CITY FIRE STATION

\$5.00 PER PERSON

ALL YOU CAN EAT

ALL PROCEEDS BENEFIT THE
CARBON COUNTY HUMANE SOCIETY



Account No: 3413
 Business Activity: 238
 Fee: _____
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



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) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Bonneville Asphalt & Repair LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>1380 West 200 So.</u>		Suite/Apt. No.: _____	
City: <u>London</u>	State: <u>Utah</u>	Zip Code: <u>84042</u>	
Business Telephone: <u>(801) 225-3544</u>	Business E-mail: <u>bonnevilleasphalt@gmail.com</u>	Business Fax: <u>801-225-2205</u>	
Mailing Address (if different): _____		City: _____	State: _____
Property Owner's Name: _____		Property Owner's Telephone: <u>(801)</u> _____	
Type of Organization: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☐ Services ☒ Other <u>Asphalt Services</u>			
Opening Date: <u>1996</u> Business Hours: From <u>8</u> To <u>5</u> <u>(M)(T)(W)(TH)(F)</u> S SU (please circle)			
Detailed Description of Business: <u>Full Asphalt Service</u>			
Commercial Square Feet: <u>8450 sq ft.</u>	No. of Arcade Games, Pool Tables, Etc.: <u>none</u>	No. of Vending Machines: <u>none</u>	No. of Mobile Home Spaces: <u>none</u>
No. of Rental Units: <u>none</u>	No. of RV Spaces: <u>none</u>	No. of Motel Rooms: <u>none</u>	No. of Beds: <u>none</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab ☐ Pawnbroker ☐ Sexually Oriented Business			

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
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.pricecityutah.com

UTAH'S CASTLE COUNTRY!!

City Council

RICK DAVIS
LAYNE MILLER
TERRY WILLIS
BOYD MARSING

AMY KNOTT-JESPERSON

TRAVEL REQUEST: RISK MANAGEMENT CONFERENCE

PERSON: NICK TATTON

DATE: MARCH 27TH, 2019

LOCATION: SALT LAKE CITY, UTAH

REASON: SPRING RISK MANAGEMENT CONFERENCE: TRAINING FOR RISK MANAGEMENT AND INSURANCE EXPOSURE ISSUES.

<u>COSTS:</u>	CONF. REGISTRATION	\$0.00 – NO COST.
	VEHICLE MILEAGE	\$40.00 – FUEL CITY CAR.
	LODGING	\$120.00 – 1 NIGHTS STAY
	MEALS	\$40.00 - NOT INCLUDED IN CONF.
	AIRFARE	\$0.00 – NO AIR TRAVEL
	ANTICIPATED REIMBURSEMENTS	(\$0.00) - NONE
	TOTAL	(\$200.00) – DIRECT COST

BILLING: HUMAN RESOURCE DEPARTMENT 10-49-230, BUDGETED

MISC: NONE.

2/2/2019

Mail - Spring Risk Conference



Nick Tatton <nickt@priceutah.net>

Spring Risk Conference

1 message

Olympus Insurance Agency <contact@olyins.com>

Wed, Jan 30, 2019 at 7:44 AM

Reply-To: contact@olyins.com

To: nickt@priceutah.net

Register at www.riskconference.net



OLYMPUS
INSURANCE

Spring Risk Conference

Join us for the Spring Risk Conference! The conference will be held at the Element Event Center in Kearns, and will highlight leading trends and best practices in public sector risk management. The complete agenda may be found at www.riskconference.net where registration can be completed. We look forward to an excellent conference, and to your participation.

Conference Agenda

Best Practices in Water and Sewer Line Loss Events

Panel Discussion:

Dal D. Wayment, South Davis Sewer District

Jared Smith, City of West Jordan

Nathan Farrer, Granger-Hunter Improvement District

Assuring Financial Sustainability in Local Governments

Galen D. Rasmussen, CPA

Bountiful City Corporation

Scope and Limitations of the Governmental Immunity Act

David Lund, JD

Utah Office of the Attorney General

An Uncertain Future with Autonomous Vehicles

Thom P. Rickert, CPCU, ARM-PE, ARC, ARe

Trident Public Risk Solutions

Beyond Cyber Liability Risks

Becky Reggero
Travelers

Site Tour of the Olympic Oval

Sam Page & Kurt Warren
Oquirrh Recreation and Parks District

Where and When

Date: March 27, 2019

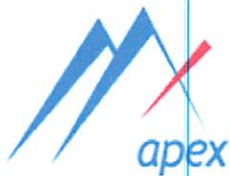
Time: 8:00 am - 4:00 pm

Location: Element Event Center

Address: [5658 Cougar Lane, Kearns, UT](#)

[REGISTER >>](#)

Sponsors



Price City Police Department Travel Request and Authorization

Date: February 12, 2019

Employee: Kevin Drole

Purpose of Travel: Utah Chief's Annual Conference

Agency Sponsoring Activity: Utah Chief's of Police Association

Destination: St. George, Utah

Dates employee will be involved in training (include travel time): March 25-28, 2019

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: 3-26 (\$19); 3-27 (\$14); 3-28 (\$14) \$ 47.00
PO 42633

Lodging: 3 nights @ \$119.00 plus tax \$ 399.55
Visa

Registration Fees: \$ _____

Other Expenses: _____ \$ _____

Total (estimate): \$ 446.55

Submitted by: _____ Chief Kevin Drole

Submitted to City Council for Approval on 02-14-19



Annual Conference
Abbreviated Agenda
March 25 -28, 2019
St. George Dixie Center
 1835 S. Convention Center Drive
 St. George, Utah

Sunday March 24 th	
	10-33 Motorcycle Ride 10:00 am Zion Harley Davidson
Monday March 25 th	
	8:00 am Annual UTV/ATV Ride Hurricane Police Department 1:30 pm Annual Golf Tournament Sunbrook Golf Course 6:00 pm President's/Golf Social Sunbrook Golf Course (Lawn Area)
Tuesday March 26 th	
	7:00 am Conference Registration Dixie Center Exhibit Hall (Rear) 7:30 am New Chiefs Training Entrada A 8:30 am Opening Ceremonies

Business Meeting and Legislative Update
Vendors
12:00 Noon
Luncheon
Sponsored by Spillman/Motorola Technologies
Dixie Center Ballroom
1:00 pm – 5:00 pm
Vendors
Planning for the Political and Global Outlook
Mapping for the Law Enforcement Leader
Utah Medical Cannabis Act Compromise Discussion and Roundtable
Sunbrook Room

Wednesday March 27th

7:00 am
Conference Registration
8:00 am
Leadership and Supervision
“Developing a Coaching Mindset”
10:00 am
Vendors
Leadership and Supervision (Cont.)
“Leading For Influence: It Matters What You Choose Each Day”
12:00 Noon
Lunch (On Your Own)
1:30 -5:00 pm
Police Response to Suicidal Calls: A Pathway to Success Using Concepts, Programs, Use of
Force, and the Law.
Sunbrook Room
6:00 – 8:00 pm
Annual Banquet
Guest Speaker TBA
Dixie Center Ballroom

Thursday March 28th

8:00 am – 12 Noon
Chief and Sheriff’s Roundtable
Washington County Sheriff’s Office

**RESERVATION INFORMATION**

Confirmation Number **26755508**
Arrival **03-25-19**
Departure **03-28-19**
No. of Guests **1/ 0**
No. of Rooms **1**

Our Checkin time is 3:00pm and Our Checkout time is 11:00am

RATE INFORMATION

Room Description **King Bed**
Rate Plan **119.00**
Additional Rate Details **11.92% Tax**

Deposit Due Date
Deposit Due Amount
Deposit Paid

GUEST INFORMATION AND BOOKING REQUIREMENTS

Name **Kevin Drolc**
Address **United States**

Membership Type
Membership Number
Email **pricepolice@priceutah.net**
Phone Number **4356363190**
Credit Card Type **Visa**
Please cancel by 6pm on 03-25-19 to avoid penalty charges

Thank you for choosing the Holiday Inn St. George. We look forward to having you as our guest.

Best regards,

Reservations Office
1-800-315-2621

Holiday Inn St. George
1808 South Crosby Way
Saint George, UT 84790
Telephone: (435) 628-8007 Fax: (435) 628-8115



Kevin Drolc <kevind@priceutah.net>

Form Submitted Successfully

1 message

ucpa@memberclicks-mail.net <ucpa@memberclicks-mail.net>

Fri, Feb 8, 2019 at 7:58 AM

Reply-To: info@utahchiefs.org

To: kevind@priceutah.net

Thank you for registering for the 2019 UCOPA Conference!

Registrant Name: Kevin Drolc

Organization: Price PD

Title: Chief

Email: kevind@priceutah.net

Phone: 435-650-0275

Conference Registration: None - \$0.00

Event Selection:

Your form has been submitted successfully. We look forward to seeing you in sunny Saint George!

[Privacy Policy](#)

	PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501 Phone: 637-5010 Fax:
---	--

Purchase Order # 42633

To: 4260 DROL, KEVIN	Ship to: PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
---------------------------------------	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/12/2019	ShaunaF		POLICE	0	

Description	GL Act No.	Invoice No.	Total
PER DIEM MARCH 25-28, 2019 CHIEF'S CONFERENCE	10-60-230		47.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	47.00



 Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE
 APPROVED
 BY FINANCIAL DIRECTOR

Mayor
MICHAEL KOURIANOS
City Attorney
THOMAS SITTERUD
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.pricecityutah.com

UTAH'S CASTLE COUNTRY!!

City Council

RICK DAVIS
LAYNE MILLER
TERRY WILLIS
AMY KNOTT-JESPERSON
BOYD MARSING

TRAVEL REQUEST: GOVERNORS ECONOMIC SUMMITT

PERSON: NICK TATTON

DATE: MAY 17TH, 2019

LOCATION: SLC, UT

REASON: NETWORKING IN ECON DEV CIRCLES, ECON DEV INFO.

<u>COSTS:</u>	CONF. REGISTRATION	\$155.00 – SEMINAR COST.
	VEHICLE MILEAGE	\$40.00 – FUEL CITY CAR-SLC
	PARKING & MISC	\$20.00 - ESTIMATED
	LODGING	\$120.00 – ESTIMATED
	MEALS	\$40.00 - ESTIMATED
	AIRFARE	\$0.00 – ESTIMATED
	ANTICIPATED REIMBURSEMENTS	(\$0.00) - ESTIMATED
	TOTAL	(\$355.00) – DIRECT COST

BILLING: SEMINAR REGISTRATION TO ACCOUNT #10-48-231
TRAVEL EXPENSES TO ACCOUNT #10-48-230

MISC: NONE.



Nick Tatton <nickt@priceutah.net>

Don't miss the 2019 Utah Economic Summit hosted by Governor Gary R. Herbert

1 message

Utah Governor's Office of Economic Development <businessutah@utah.gov>
Reply-To: Utah Governor's Office of Economic Development <businessutah@utah.gov>
To: nickt@priceutah.net

Thu, Feb 21, 2019 at 11:07 AM

**Utah Governor's Office of
Economic Development**

BUSINESS • TOURISM • FILM



**JOIN US FOR THE 13th ANNUAL
Utah Economic Summit
Hosted by Governor Gary R. Herbert**

The Utah Economic Summit engages the state's top leaders and decision-makers from business, government and academic communities with the most relevant business topics to help bolster Utah's robust economy. The Summit provides a platform for strategic dialogue about current economic impacts and future growth of Utah's business communities.

Presenters at the 2019 Summit include **Governor Gary R. Herbert**, **Carly Fiorina**, chairman of Carly Fiorina Enterprises and former CEO of Hewlett-Packard, and **Kathy Warden**, CEO of Northrop Grumman.

The Summit theme is Global Connections - How Utah's Business Elevated Mindset Creates Success.

This year, we're thrilled to announce the addition of Utah Global Forum programming during the Summit. A number of general and breakout sessions will address Utah's role in the global marketplace, how local businesses can benefit from an international strategy and Utah's already strong track record of global exports. Beginning in 2019 there are even more reasons to attend and participate in Governor Herbert's annual Economic Summit.

This event has traditionally sold out. Reserve your spot by registering today. Early bird pricing ends soon.

[Register Now](#)

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FOR SPONSORSHIP INFORMATION PLEASE CONTACT:

Sarah Kyle

skyle@utahmediagroup.com

FOR EVENT INFORMATION PLEASE CONTACT:

Barbie Converse

bconverse@utahmediagroup.com



2/22/2019

Mail - Don't miss the 2019 Utah Economic Summit hosted by Governor Gary R. Herbert

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Contact: businessutah@utah.gov

You're receiving this because you signed up at business.utah.gov to receive news and information from Utah's GOED team.

Our mailing address:

Utah Governor's Office of Economic Development
[60 East South Temple, Suite 300](#)
[Salt Lake City, UT 84111-1041](#)

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