

Mayor
MICHAEL KOURIANOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricacityutah.com

PRICE CITY COUNCIL

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 08/28/2019. 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 Knott-Jespersen
5. PUBLIC COMMENT
6. OATH OF OFFICE - Oath of office for the position of Police Chief.
7. OATH OF OFFICE - Oath of Office for the Price City Youth Council.
8. RESOLUTION NO. 2019-20 - Consideration and possible approval of a resolution approving the submission of application to the State of Utah for renewal of the Enterprise Zone designation for Price City commercial and industrial zones.
9. RESOLUTION NO. 2019-21 - Consideration and possible approval of A resolution approving the submission of application to the State of Utah designating commercial and industrial zones as recycling market development zones.

CONSENT AGENDA

10. MINUTES
 - a. August 14, 2019 City Council Workshop
 - b. August 14, 2019 City Council Meeting
11. EMPLOYMENT OFFER RATIFICATION - Consideration and possible ratification approval of the employment offer for the position of Police Chief.
12. CARREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Brandon Ratcliffe from Police Officer I to Police Officer II.
13. 300 EAST/700 SOUTH IMPROVEMENT PROJECT - Consideration and possible approval of agreement with Johansen & Tuttle Engineering, Inc. for design engineering services for proposed improvements on 300 East, 4th Avenue, and 700 East. The cost of the services is \$59,015 and is within budget.
14. VISUAL IDENTITY GUIDE - Consideration and possible approval of the Visual Identity Guide for Price City.
15. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Buds and Blooms DBA Edgy Bling at 14 E Main, Chappell Shots Photography at 95 N 300 E, Charity & Co. at 90 W 100 N, Morgan Jean Brodenck at 35 N 300 E, and Southeast Paint & Design LLC at 62 N 100 W.

16. TRAVEL REQUEST - Consideration and possible approval of travel request for:
Nick Tatton, Community Director/Human Resources Director - IEDC Economic Development
training course, November 14-15, 2019, Omaha, NE
17. 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 YOUTH COUNCIL 2019-20

NAME	OFFICE	PHONE NUMBER
James Bryner	Mayor	435-630-8709
Alexis Chappell	Mayor Pro Temp	801-513-0581
Abbie Saccomano	Treasurer	435-650-1286
Emily Jespersen	Graphic Designer	435-650-5329
Jace Draper	Communications	435-820-1416
Meghan Bradley*	Council Member	435-820-6600
Grace Broadbear*	Council Member	435-299-9597
Eric Snow*	Council Member	435-299-1167
Nick Olson*	Social Media	435-650-7086
Katelynn Vasquez*	Communications	435-630-7031
Daryn Mason*	USUE Representative	435-650-7263
Haze Newman*	Secretary	435-630-7107
Eli Snow	Council Member	435-299-1167
Sydney Sandoval	Council Member	435-630-8698
Terri Tubbs	Advisor	435-650-1236

Those with an (*) behind their names will need to be inducted into office

08/28/2019

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SUBMISSION OF APPLICATION TO THE STATE OF UTAH FOR
RENEWAL OF THE ENTERPRISE ZONE DESIGNATION FOR PRICE CITY COMMERCIAL AND
INDUSTRIAL ZONES.**

WHEREAS, the State of Utah has authority to establish Enterprise Zones; and,

WHEREAS, the Enterprise Zone program will provide certain incentives and benefits for business qualifying for participation in the program; and,

WHEREAS, there are existing businesses in Price City that may benefit from their respective locations in designated Enterprise Zones; and,

WHEREAS, designation of an Enterprise Zone does not amend, alter, modify or change permitted or conditional uses of land within the community; and,

WHEREAS, the Price City Council finds that participation in the Enterprise Zone program will enhance the City's ability to retain and recruit businesses; and,

WHEREAS, the Price City Council finds that qualified business in all commercial and industrial zones in the City may benefit from incentives.

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

1. **THAT** the Mayor is authorized to submit an application to the State of Utah for designation of certain areas within Price City as Enterprise Zones.

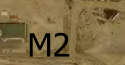
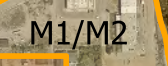
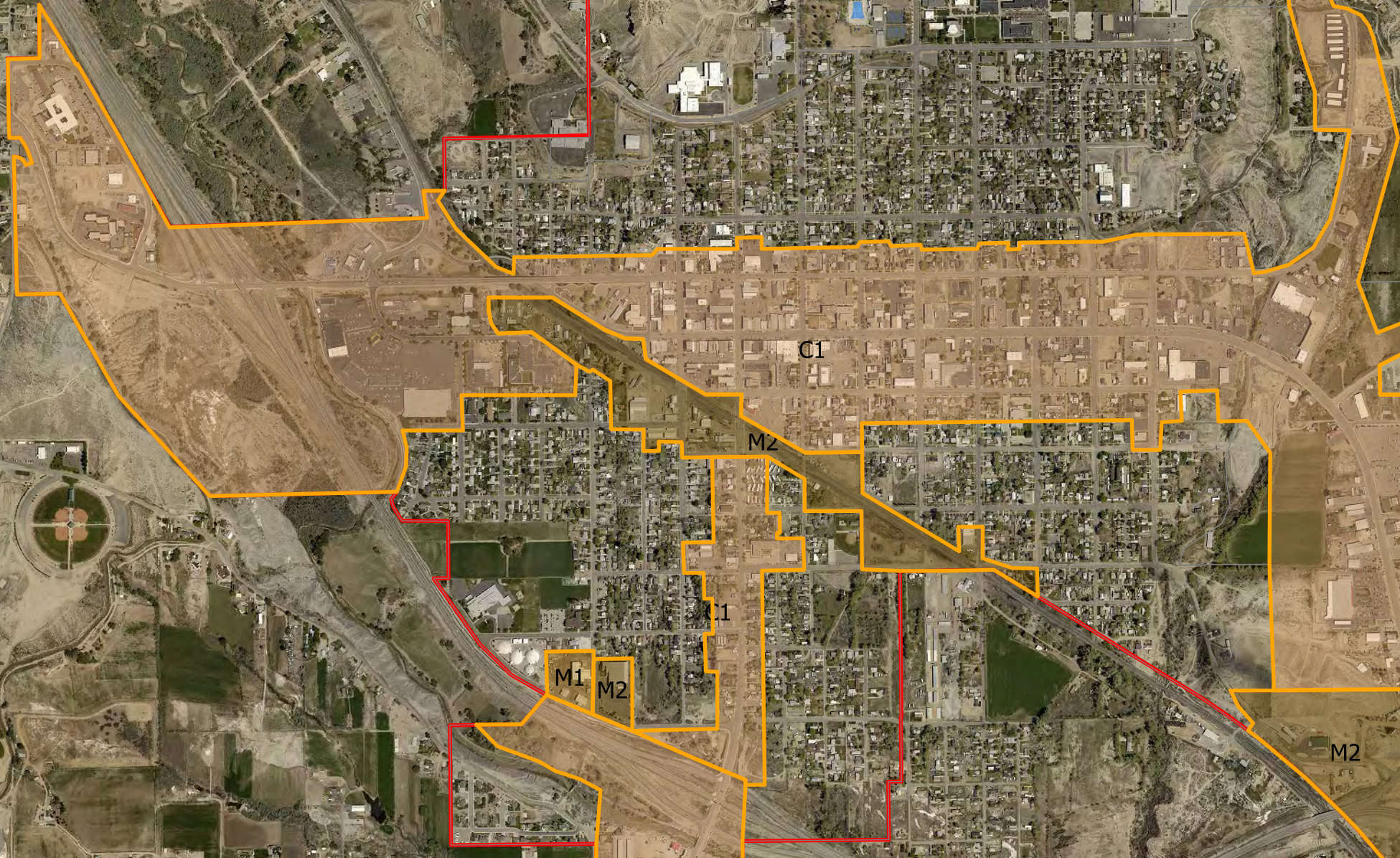
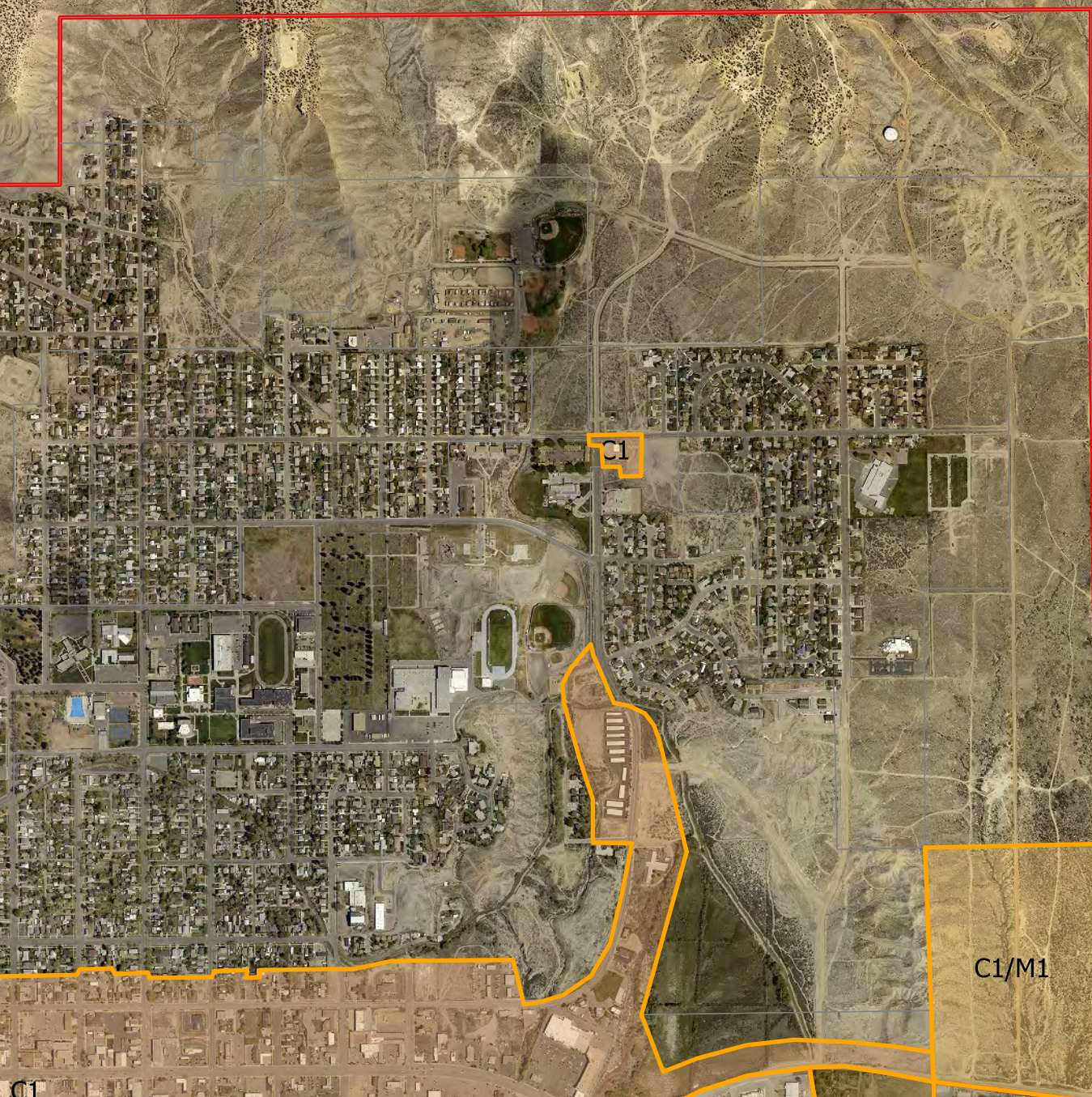
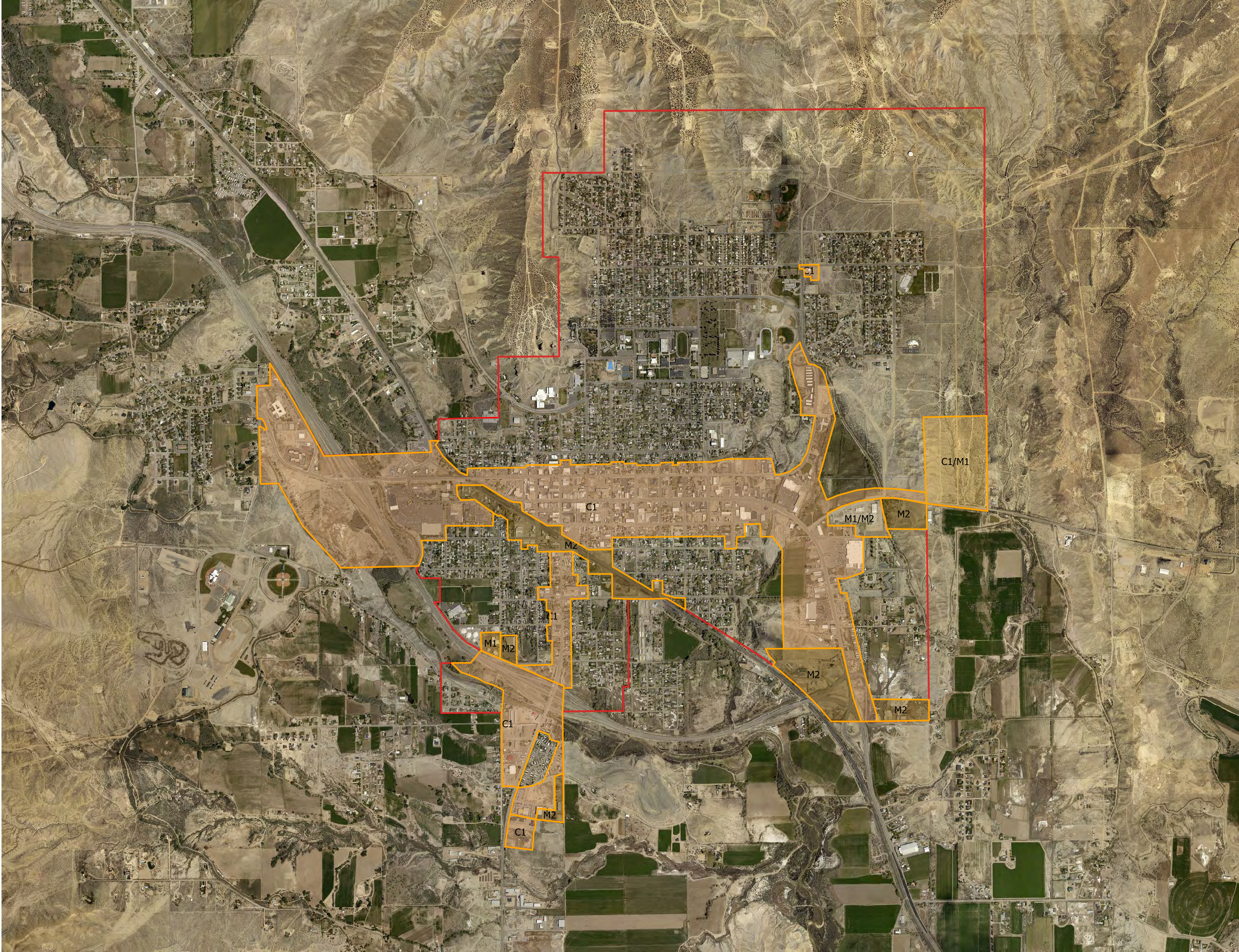
APPROVED AND ADOPTED THIS _____ DAY OF _____, 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SUBMISSION OF APPLICATION TO THE STATE OF UTAH
DESIGNATING COMMERCIAL AND INDUSTRIAL ZONES AS RECYCLING MARKET
DEVELOPMENT ZONES.**

WHEREAS, the State of Utah has authority to establish Recycling Market Development Zones; and,

WHEREAS, the Recycling Market Development Zone program will provide certain incentives and benefits for business qualifying for participation in the program; and,

WHEREAS, there are existing businesses in Price City that may benefit from their respective locations in designated Recycling Market Development Zones; and,

WHEREAS, designation of a Recycling Market Development Zone does not amend, alter, modify or change permitted or conditional uses of land within the community; and,

WHEREAS, the Price City Council finds that participation in the Recycling Market Development Zone program will enhance the City's ability to retain and recruit businesses that utilize recycled products; and,

WHEREAS, the Price City Council finds that qualified business in all commercial and industrial zones in the City may benefit from incentives.

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

1. **THAT** the Mayor is authorized to submit an application to the State of Utah for designation of certain areas within Price City as Recycling Market Development Zones.

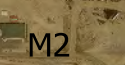
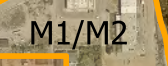
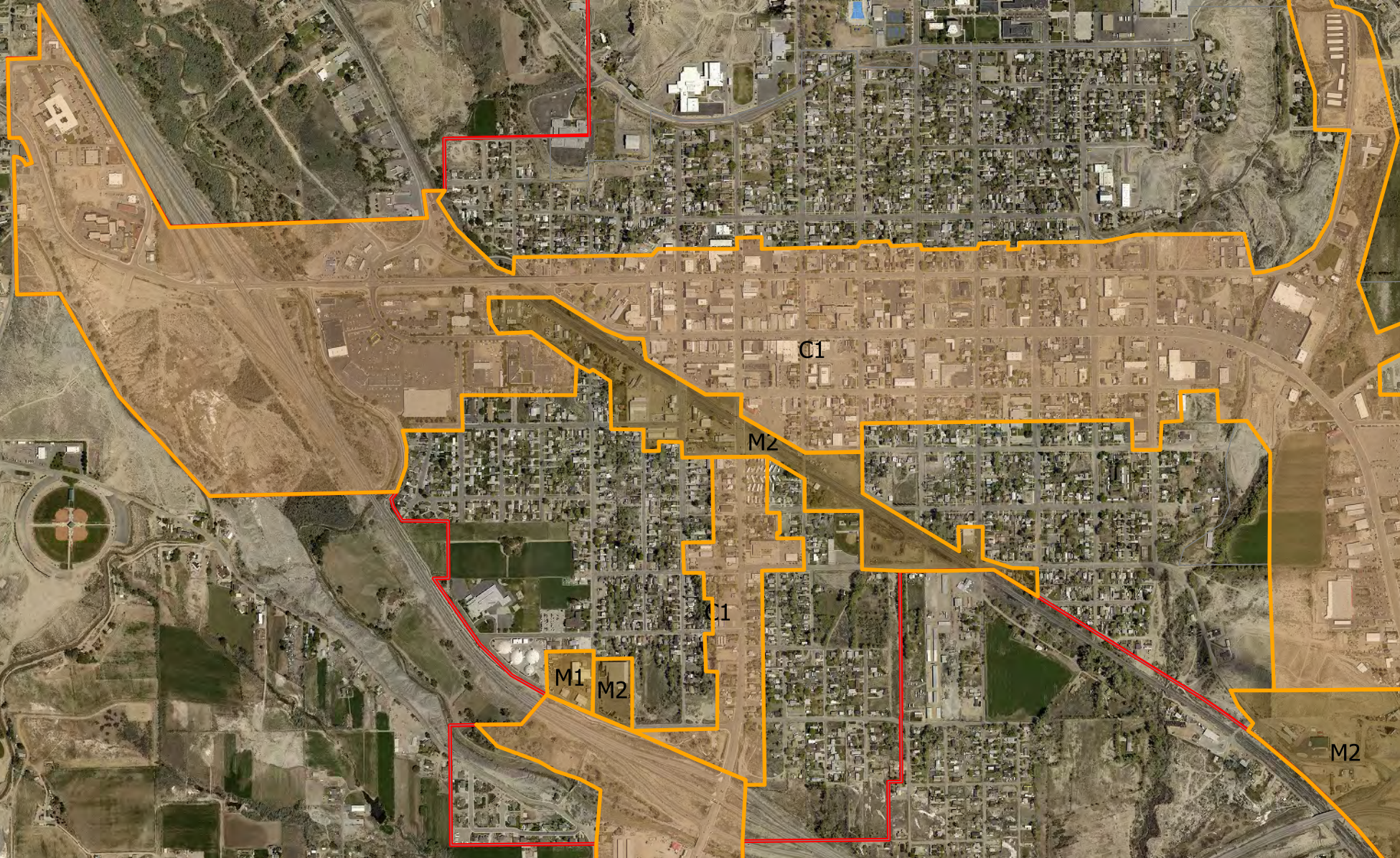
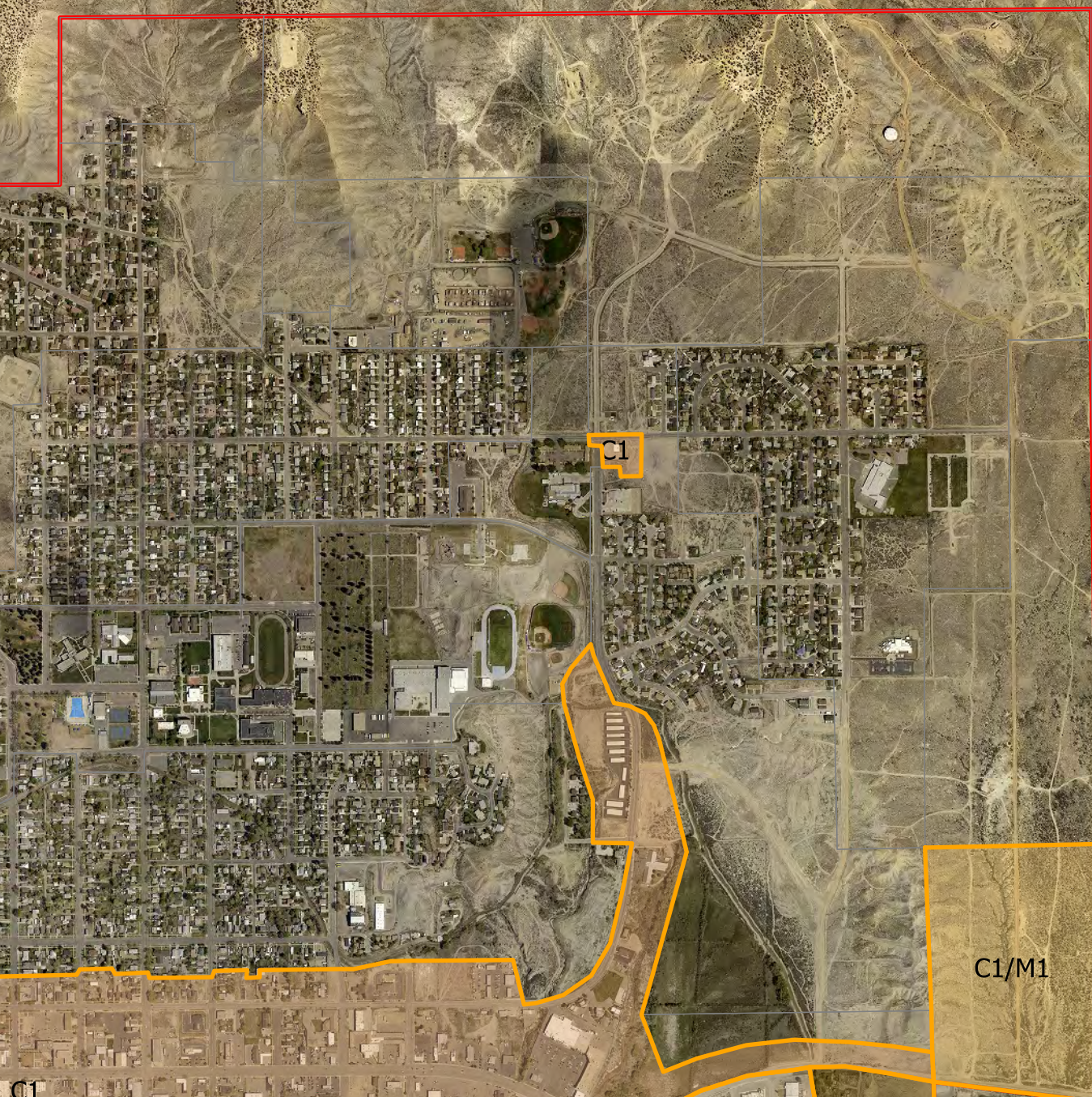
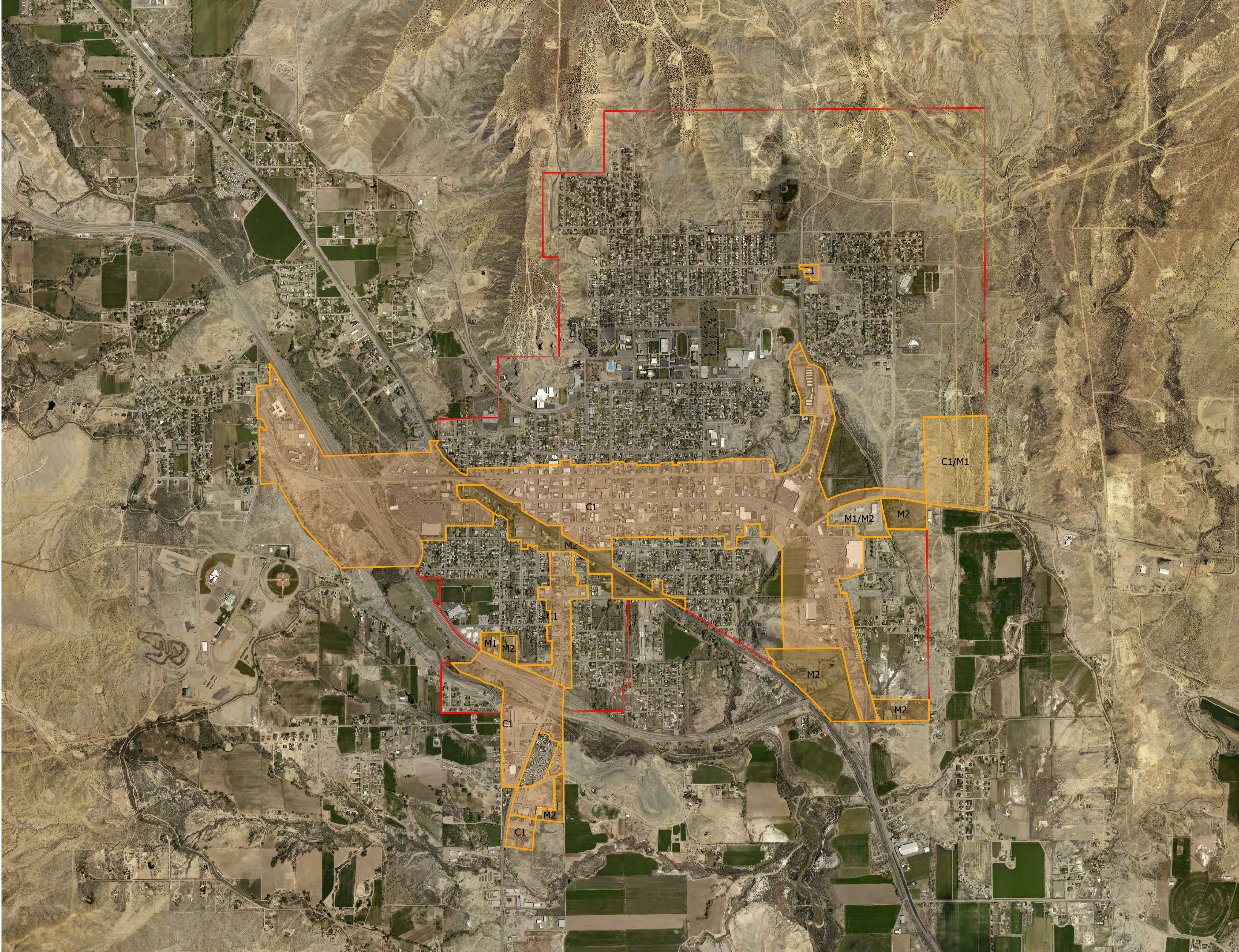
APPROVED AND ADOPTED THIS _____ DAY OF _____, 2019.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder



“DRAFT”

Minutes of the Price City Council Workshop
City Hall, Room 106
August 14, 2019 – 4:00 p.m.

Present:

Mayor Kourianos

Councilmembers:

Amy Knott-Jespersen

Rick Davis

Boyd Marsing

Terri Willis

Layne Miller

Items discussed:

1. Safety Seconds
2. Health & Wellness Committee
3. C on Woodhill
4. Bike park
5. Bike lanes
6. Councilmember reports
7. Committee reports

Adjourned: 5:25 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
August 14, 2019 at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Terry Willis

Rick Davis

Amy Knott-Jespersen

Boyd Marsing

Layne Miller

Kevin Drolc, Price City Police

Nick Tatton, Community/Human Resources Director

Sherrie Gordon, City Recorder

Miles Nelson, Public Works Director

Brandon Sicilia, Price City Police

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor David Alvarez with the Trinity Christian Center extended a word.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance.
4. PUBLIC COMMENT – No public comment was received on any item
5. SAFETY SECONDS – Councilmember Marsing reminded everyone to take care of themselves when they are sick. Be sure and stay home while recuperating.
6. LETTER OF COMMENDATION - Presentation of Chief's Letter of Commendation to Officer Cameron Sartori and Officer Brandon Rigby.

Chief Drolc read aloud the letter of commendation. The Mayor and Council commended both officers for their actions and their continued dedicated service.

7. SERVICE RECOGNITION - Recognition of Frankie Sacco for her long-standing service to the Price City Planning and Zoning Commission.

Nick Tatton thanked Frankie Sacco for her many years of dedicated service to the Planning and Zoning Commission. The Mayor presented her with a plaque. The Mayor and Council expressed their sincere appreciation for her service.

8. CERTIFICATE OF APPRECIATION - Recognition of Tony and Erika Alford for their efforts bringing the Black Diamond Baseball Tournament to Price City.

Erika Alford described their efforts in bring the tournament back to Price City. She commented on the excellent shape of the fields and thanked Price City Parks and Cemetery employees for all of their support and efforts. Mayor Kourianos and the Council thanked Tony and Erika Alford for their work organizing the Black Diamond Baseball Tournament. They hope this event continues to grow and returns to Price City every year. The Alfords were presented with a plaque acknowledging Price City's appreciation.

9. PLANNING COMMISSION MEMBER APPOINTMENT - Consideration and possible approval of the appointment of David Black to the Price City Planning and Zoning Commission.

Nick Tatton reviewed the selection process. David Black will serve as a new member of the Planning and Zoning Commission. The Mayor and Council thanked him for volunteering to serve on the Planning and Zoning Commission

MOTION. Councilmember Willis moved to approve David Black to the Price City Planning and Zoning Commission. Motion seconded by Councilmember Miller and carried.

10. OATH OF OFFICE - Swearing in of David Black to the Price City Planning and Zoning Commission.

The City Recorder administered the Oath of Office to David Black.

11. REQUEST FOR SPONSORSHIP - Consideration and possible approval to wave the Peace Garden rental fees for the Hope-Health-Healing Awareness Event on August 24, 2019.

Savannah Eley with the Southeast Utah Health Department addressed the Mayor and Council. She described the Overdose Awareness Event to be held in the Peace Garden on August 24, 2019. Numerous organizations are combining their efforts for this event. She requested the fees for the use of the Peace Garden be waived for this event.

MOTION. Councilmember Miller moved to approve a waiver of the fees for use of the Peace Garden. Motion seconded by Councilmember Willis and carried.

12. RESOLUTION 2019-19 FLEET MANAGEMENT POLICY - Consideration and possible approval of a resolution establishing the City's Fleet Management Policy.

Miles Nelson reviewed the policy.

MOTION. Councilmember Davis moved to approve Resolution 2019-19. Motion seconded by Councilmember Marsing and carried.

CONSENT AGENDA - Councilmember Willis moved to approve consent agenda items 13 through 18. Motion seconded by Knott-Jespersen and carried.

13. MINUTES

- a. July 10, 2019 City Council Workshop
- b. July 20, 2019 City Council Meeting

14. CIB CONTRACT - Consideration and possible approval of a contract for the 2019 Street & Water Main Improvements.

15. 200 EAST MAIN STREET CONCRETE IMPROVEMENTS - Consideration and possible approval of administrative selection of contractor. Project was advertised per City policy and no bids were received. Staff will be authorized to select reputable and willing contractor provided that the costs are within budget.

16. BEER LICENSE APPLICATIONS - Consideration and possible approval of a Beer License for Club Mecca at 75 West Main and Gas and Go Price at 104 W 100 N.

17. BUSINESS LICENSES - Consideration and possible approval of business licenses for:
Bert's Vintage Treasure at 82 N 200 W, Blacksmith Manufacturing at 720 W Price River Drive,
Club Mecca at 75 W Main, Chugg LLC at 430 S Carbon Avenue, Dust Busters Cleaning Services LLC at 360 N 700 E,
Khodal Petro LLC DBA Gas and Go Price at 104 W 100 N, Kiewit Infrastructure West Company at 6 W Main St, Next
Energy Alliance DBA SolarWholesale at 8441 S Old Bingham HWY, and Rudy Q Hernandez at 900 E Main.

18. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Bill Barnes, Shawn Sackett and Isaiah Palmer, Police Department/Drug Task Force - Utah Narcotic Officer's
Association Annual Conference, August 13-15, 2019, St. George, UT.
Debbie Worley, Police Department - SWAVO Training, September 11 - 12, 2019, St. George, UT.
Sherrie Gordon, City Recorder - Utah Municipal Clerks Association Annual Conference Academy, September 25-27,
2019, St. George, UT.

19. UNFINISHED BUSINESS – No unfinished business was discussed.

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

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

The regular City Council meeting was adjourned at 5:56 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Mayor
MICHAEL KOURIANOS

City Attorney
THOMAS SITTERUD

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS

Community Director
HR Director
NICK TATTON



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PHONE (435) 637-5010 • FAX (435) 637-2905

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

July 9, 2019

Brandon Sicilia
412 South 100 West
Price, Utah 84501

Brandon,

Congratulations! You are promoted to the position of Price City Police Chief, effective September 1, 2019. This is a competitive promotion in recognition of both your professional performance and your skills and abilities compared to all other internal and external candidates. Your new pay grade is 22 and your new monthly starting wage is \$6,352.67. This is an effective increase of \$7.12 per hour or 24.1% increase over your previous wage as Police Sergeant II. A copy of your new job description is attached. You will report to me in your new role.

You will have an initial review of your new role in not less than 6 months or more than 12 months, September 1, 2020. Upon successful completion of your review period you will be eligible for a one time additional increase of \$6,000.00.

Brandon, congratulations on your promotion, it is well deserved. Don't hesitate to contact me if you have any questions or concerns. Please indicate your acceptance of this promotion by signing a copy of this letter and returning it to me.

Sincerely,

A handwritten signature in blue ink that reads "Michael Kourianos".

Michael Kourianos
Mayor

The above offer of promotion is accepted this 11 day of July, 2019.

Signature: Brandon Sicilia
Brandon Sicilia



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

A handwritten signature in blue ink, appearing to be "NT", written over the name Nick Tatton.

*Distributed electronically via email by
NT on 8-7-19*

DATE: August 7, 2019

SUBJECT: Career Ladder Promotion: Brandon Ratcliffe

Current Police Chief Drolc and upcoming Police Chief Sicilia recommend that Brandon Ratcliffe be promoted Police Officer I, Grade 13 to Police Officer II, Grade 14.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Chief Drolc. The Finance Director confirmed funding for the promotion is not budgeted, but is available within the budget and can be corrected during the mid-year budget revision. It is recommended that the promotion become effective on the payroll period following the approval of the promotion at City Council meeting on August 28, 2019. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for August 28th, 2019. If you have any questions please contact Chief Drolc, upcoming Chief Sicilia, or myself.

Cc Chief Drolc
Brandon Sicilia
Lisa Richens
Dana Young

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of August 22, 2019,
between Price City (OWNER) and
Johansen & Tuttle Engineering, Inc. (ENGINEER).

OWNER intends to Contract for engineering services providing survey mapping and design for the for a project known as the 'Price City 300 East / 700 East Project'. The services include survey mapping, preliminary and final construction drawings and specifications, advertising documents, and meetings

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1- BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 Study and Report Phase

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or

services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

1.2.3. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract No. 1910-8, (1978 edition). The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be re-

sponsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accom-

panying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and

audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing any type of field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.12. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.13. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s),

(3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).

2.1.14. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.17. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit B which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2.4. If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.9. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).

3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to

OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.9. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within _____ calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.10. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year

after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

4.11. In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negoti-

ating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

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SECTION 5 – PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A “Further Description of Basic Engineering Services and Related Matters”) as follows:

5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for design for the entire Project, a lump sum fee of \$59,015.00; but, if the prime contract contains cost-plus or incentive savings provisions for Contractor(s)’ basic compensation, a lump sum fee of \$_____.

5.1.1.2. *Several Prime Contracts.* If more than one but less than _____ separate prime contracts are awarded for construction, materials, equipment and services for the entire Project, a lump sum fee of \$_____; but, if any price contract contains cost-plus or incentive savings provisions for Contractor(s)’ basic compensation, a lump sum fee of \$_____.

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.16), on basis of Payroll Costs times a factor of 2.80 for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 or 2.1.17, the amount billed to ENGINEER therefore times a factor of 1.0.

5.1.2.3. *Serving as a Witness.* For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.16, at the rate of \$1,000.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4 *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, on the basis of Payroll Costs times a factor of 2.80 for services rendered by principals and employees assigned to field offices in connection with resident Project representation. Resident Inspection is included in the lump sum noted in 5.1.1.1.

5.1.3 *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms “Payroll Costs” and “Reimbursable Expenses” will have the meanings assigned to them in paragraph 5.4 which appears on the reverse side of this page.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon Engineer’s estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER’s monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER’s bill therefore, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven day’s written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.80 for services rendered dur-

ing that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory bene-

fits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

The amount of customary and statutory benefits of all other personnel will be considered equal to _____% of salaries and wages.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

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SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. [Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.] When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made

on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, hav-

ing done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

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7.5. Arbitration

7.5.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.5.3 and 7.5.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.5 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

7.5.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.5.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitra-

tors will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning, any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

7.5.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

7.5.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.5.3 and 7.5.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

7.5.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

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SECTION 8 – SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

8.1. This Agreement is subject to the following special provisions.

None

8.2. The following Exhibits are attached and made a part of this Agreement.
Exhibit A

8.2.1. Exhibit A “Further Description of Basic Engineering Services and Related Matters”
consisting of 2 page(s).

8.2.2. Exhibit B “Duties, Responsibilities and Limitations of Authority of Resident Project
Representative” consisting of -0- pages.

8.3. This Agreement (consisting of pages 1 to 15, inclusive), together with the Exhibits and
schedules identified above constitute the entire agreement between OWNER and
ENGINEER and supersede all prior written or oral understandings. This Agreement and
said Exhibits and schedules may only be amended, supplemented, modified or cancelled
by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day
and year first above written.

OWNER:

Price City

ENGINEER:

Johansen & Tuttle Engineering, Inc.



Merrial Johansen, President

EXHIBIT A

PROPOSAL DETAILS

Our proposal has been broken down into the following tasks:

Task 1:	Survey Mapping
Task 2:	50% Design Documents
Task 3:	90% Design Documents
Task 4:	100% Construction Documents
Task 5:	Meetings

Task 1 – Survey mapping

Johansen & Tuttle Engineering (J&T) will map the existing features including sidewalks, curb & gutter, utilities, manholes and invert elevations along with topography to develop the information required for the civil design for each street. All existing utilities including but not limited to water, sewer, storm drain, etc. and other obstructions that fall within the project shall be included in the survey. The survey will map existing site features including existing roads, intersections, sidewalks, curb and gutter, etc. to ensure proper tie-in design for the street upgrades. This gps data will be downloaded to CAD and a topo surface will be developed. The survey mapping will be conducted on 700 E (100 S to 400 S), 300 E (400 N to 600 N), and 4th Avenue.

The survey work will be performed in accordance with applicable codes, accepted industry standards and under the direct supervision of a PLS licensed in Utah. The survey will be conducted utilizing the State-Plane Coordinate system.

Task 2 – 50% Design Documents

During the design development (DD) J&T will develop the preliminary rough grading plan for the streets, the utility plan and excavation plan for inclusion in the DD set. The design will include 700 E (100 S to 400 S), 300 E (400 N to 600 N), and 4th Avenue. The deliverables for this phase include a symbol legend and abbreviation list, site demolition plans for each street, road plan/profiles, utility plan/profiles, road and utility typical sections, utility details, and erosion control plan/details. A specification outline will also be provided.

Task 3 – 90% Design Documents

Based upon the review of the city, the design team will take the approved design development plans and move to design documents. J&T will calculate the road layout dimensions and prepare a horizontal control plan as needed. We will continue with further preparation of the overall grading plan and plan/profile drawings. A utility conflict analysis will be performed. The technical specifications will be further developed. The deliverables for this phase will be a demolition plan, road plan/profile sheets, utility plan/profile sheets, erosion control plan, rough grading and drainage plan, preliminary details and preliminary specifications.

Task 4 – 100% Construction Documents

After city review, J&T will make final changes to submit 100% construction documents for bidding and contract negotiations. The final drawing and specification documents will be provided to the city for bidding.

Task 5 – Meetings

It is anticipated that the project engineer from J&T will attend 3 meetings during the design phase.

ITEMS NOT INCLUDED

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

- Revisions to work or drawings that are substantially complete, provided that such revisions are not caused by the actions of the design team.
- Construction inspection, construction staking, and materials testing. This will be negotiated with the city at a later time.

COMPENSATION

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

Task 1:	Survey Mapping	\$7,525
Task 2:	50% Design Documents	\$22,240
Task 3:	90% Design Documents	\$21,610
Task 4:	100% Construction Documents	\$6,350
Task 5:	Meetings	\$1,290

Base Total: \$59,015

Sincerely,
Johansen & Tuttle Engineering



Jonathan Johansen, P.E.
Project Manager

VISUAL IDENTITY GUIDE

Price
Utah

Primary Mark



Price
Utah

Price City's primary wordmark should be placed on all printed and electronic communications for instant identification. If the primary wordmark does not appear on the front of a printed item, it must be used on the back of every printed item. Please note that the city name, Price, should always be placed on the front of any printed items whether the wordmark is used or not.

The wordmarks may not be stretched, obscured, modified, or combined with other wordmarks. the appropriate presentation of the primary Price wordmark are shown above.

GUIDELINES

Area of Isolation

Other than paired names, text and images used in conjunction with the mark must preserve an area of isolation between the mark and the name by at least the height of the "U" for the primary mark.



Pairings

The pairing of names with the primary mark may only be placed beneath the wordmark in *Tahoma* and all caps.

City units, offices, organizations, etc., are not permitted to create their own marks in place of the city mark. They may pair their names with the mark as shown below. Paired logos do not need to adhere to the areas of isolation.

Price ^{Utah}
Parks Department

Price ^{Utah}
Streets Department

Primary & Secondary Color Palettes

To maintain recognition of our visual identity, use the color palette specified. For accurate color representations, please refer to the Pantone Matching System (PMS) at: pantone.com

Please note: *Pantone/CMYK/RGB/hexadecimal values do not translate to all mediums and are not meant to be used in other applications such as paint, screen-printing, thread colors, etc. Ultimately, use your best judgment to match the color as closely as you can.*



Pantone 144C

C: 2
M: 54
Y: 100
K: 0



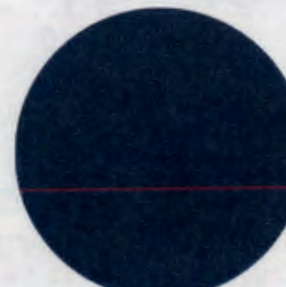
Pantone 542C

C: 51
M: 20
Y: 5
K: 0



Pantone 7457C

C: 26
M: 3
Y: 7
K: 0



Pantone 7463C

C: 100
M: 81
Y: 43
K: 44

Variations

ONE-COLOR OPTIONS

The following logo options are approved. Any other color variation is not a without written consent from Bret Cammans. The color pallet is available on page 4.

Price
Utah

Price
Utah

Price
Utah

Price
Utah

Price
Utah

Price
Utah

03.1 Typefaces

To create a uniform look and feel for city publications, use one of the following five fonts for day-to-day business publications: Tahoma, Helvetica, Arial, Garamond or Times.

Do not use all five fonts at once. Limit your selection to two contrasting fonts in combination, such as Helvetica with Garamond or Arial with Times. By choosing certain fonts and staying with them, you help to create a “family look” for your publications.

PRIMARY TYPEFACES

Use Tahoma font family for all brand communications.

• • • • •

BODY COPY TYPEFACES

Use one of the following **five** typefaces for body copy on day-to-day business publications.

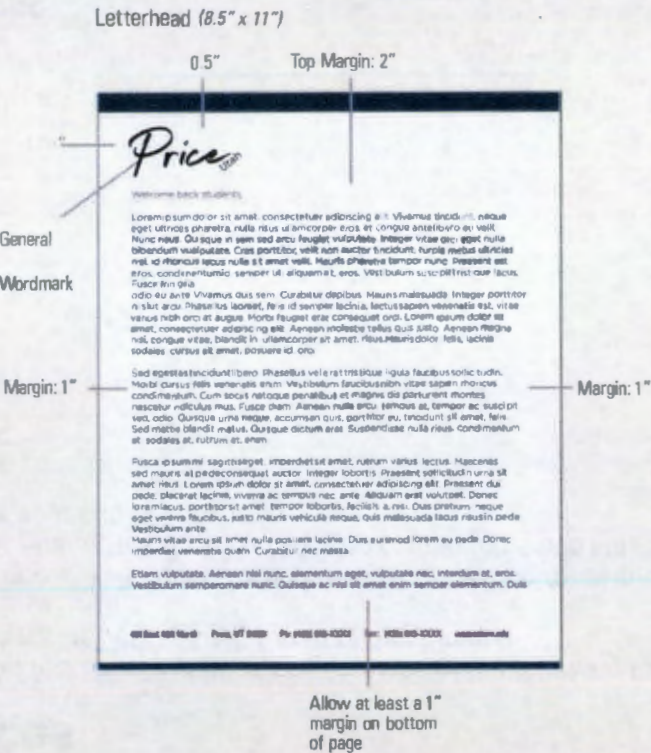
- Tahoma
- Arial
- Garamond
- Helvetica
- Times

GUIDELINES

04.1 Letterhead

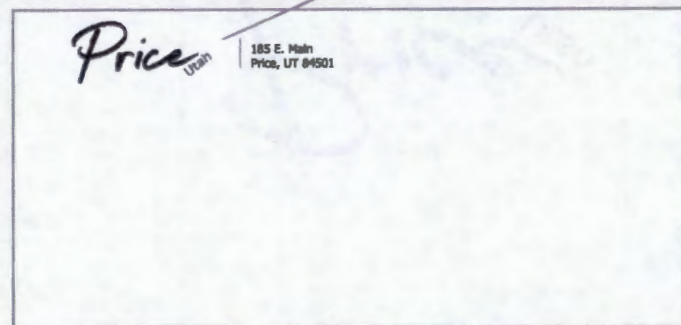
All city entities and administrative offices are required to use Price City stationery for official communications, both internal and external. City entities and administrative entities should not create their own stationery. Contact Bret Cammans for assistance creating these materials.

The stationery system includes letterhead, business cards, envelopes, standard note card and envelopes, note pads, mailing labels and name tags.



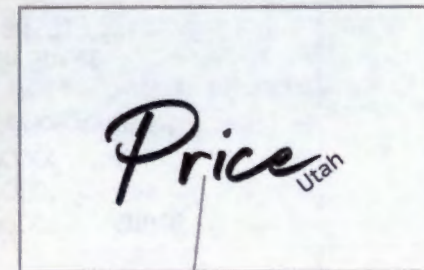
04.3 Envelopes & Note Cards

No. 10 Envelope (4.125"x 9.5")



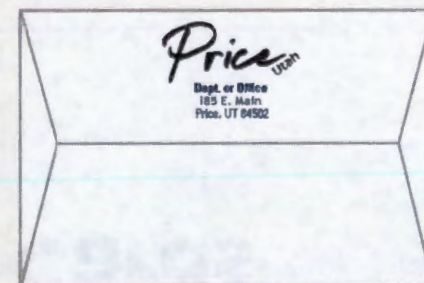
Dept./Office Name Wordmark

Note Card (6.25"x 4.5")



Dept./ Office Name Wordmark

A6 Envelopes (4"x 6")

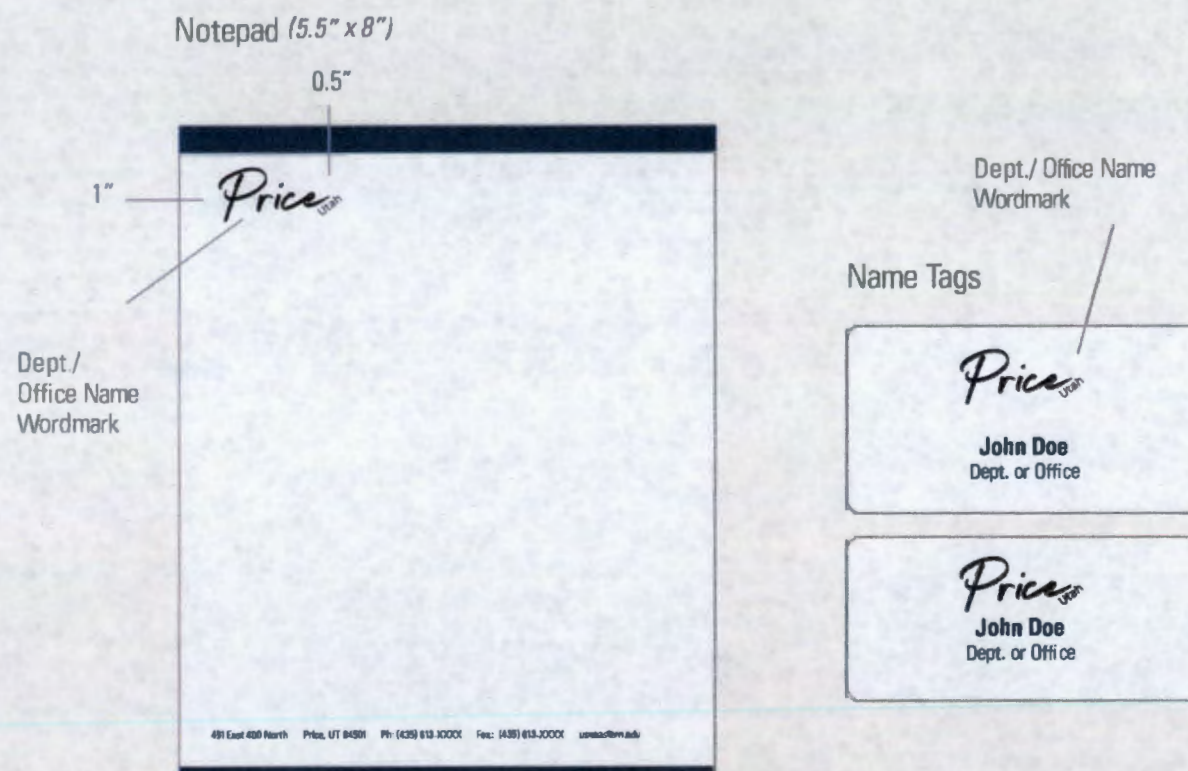


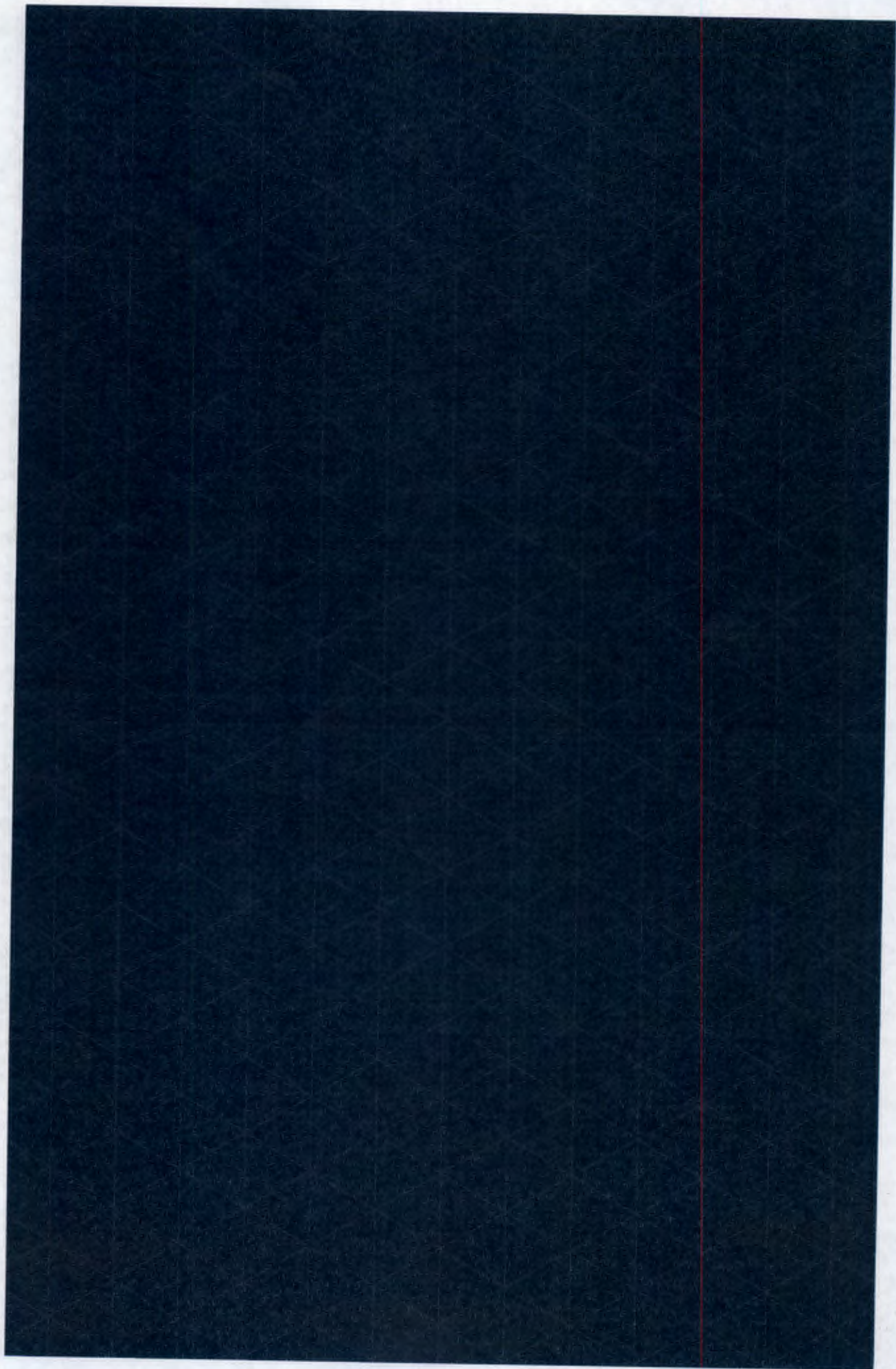
04.2 Business Cards

Business Card (3.5"x 2")



04.4 Other Materials





Account No: 3453
 Business Activity: 453
 Fee: 150.00



BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY.

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

Business Information				
Business Status: ☐ New Business ☐ Location Change ☐ Name Change ☒ Ownership Change				
Business Name (include DBA): <u>Buds and Blooms DBA: Edgy Bling</u>				
If Name Change, list previous name: <u>Edgy Bling</u>				
Business Address: <u>14 E. Main</u>			Suite/Apt. No.:	
City: <u>Price, UT</u>	State: <u>UT</u>		Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-3551</u>		Business E-mail: <u>edgybling^{hop}@gmail.com</u>		Business Fax:
Mailing Address (if different)		City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Property Owner's Name: <u>Tony Basso</u>		Property Owner's Telephone: ()		
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			Building Occupancy Type:	
Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other:				
Opening Date: <u>9/1/19</u> Business Hours: From <u>10:00</u> To <u>6:00</u> <u>(M T W T F S)</u> <u>SU</u> (please circle)				
Detailed Description of Business: <u>We sell mens and womens fashion</u> <u>- soon to be kids and home decor/Treats</u> <u>11 to 5 pm</u>				
Commercial Square Feet: <u>1,159 sq. ft</u>		No. of Mobile Home Spaces:		
No. of RV Spaces:				
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable):		
State License No. (Include copy, if applicable):		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 ☐ Taxi Cab/Motor Carrier ☐ Pawnbroker ☐ Sexually Oriented Business				
NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.				

Account No: 3452
 Business Activity: 711
 Fee: 150.00
 Copy to Recorder: ☒
 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, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: ☐ New Business ☒ Location Change ☐ Name Change ☐ Ownership Change

Business Name (include DBA): Chappell Shots Photography

If Name Change, list previous name: _____

Business Address: 915 N 300 E

Suite/Apt. No.: _____

City: Price

State: UT

Zip Code: 84501

Business Telephone:
(435) 637 4730

Business E-mail:
ChappellShots@gmail.com

Business Fax: _____

Mailing Address (if different): _____

City: _____

State: _____

Zip Code: _____

Property Owner's Name: Bridge Realty

Property Owner's Telephone: (435) 637-7900

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

Opening Date: Now **Business Hours:** From 9am To 8pm (M T W T F S S) (please circle)

Detailed Description of Business: I am a photographer. My home is where I process photos. No customers would come to my house unless to pick up photos only.

Commercial Square Feet: _____

No. of Arcade Games, Pool Tables, Etc.: _____

No. of Vending Machines: _____

No. of Mobile Home Spaces: _____

No. of Rental Units: _____

No. of RV Spaces: _____

No. of Motel Rooms: _____

No. of Beds: _____

State Sales Tax I.D. No. (Include copy or proof of exemption) _____

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

Account No: 3451
 Business Activity: 8121
 Fee: 150.00
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



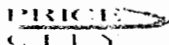
BUSINESS LICENSE APPLICATION

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, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>CHARITY & CO.</u>			
If Name Change, list previous name:			
Business Address: <u>90 W. 100 N. #4</u>		Suite/Apt. No.: <u>#4</u>	
City: <u>PRICE</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 630-1181</u>		Business E-mail: <u>CHARBEAR297@GMAIL.COM</u>	
Business Fax:			
Mailing Address (if different):		City:	State:
		Zip Code:	
Property Owner's Name: <u>GEORGE INGRAM</u>		Property Owner's Telephone: <u>(435) 820-6384</u>	
Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>SEP 11 2019</u> ~~FEB 11 2019~~ Business Hours: From <u>10 AM</u> To <u>6 PM</u> <u>(M)(T)(W)(H)(F)</u> S U (please circle)			
Detailed Description of Business: <u>SALON, HAIR STYLING, CUTS, PERMS, COLOR NAILS, NAIL FILLS, [REDACTED]</u>			
Commercial Square Feet: <u>300 SQ FT.</u>	No. of Arcade Games, Pool Tables, Etc.:	No. of Vending Machines:	No. of Mobile Home Spaces:
No. of Rental Units:	No. of RV Spaces:	No. of Motel Rooms:	No. of Beds:
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy):	
State License No. (Include copy): <u>1/</u>		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			

Account No: 3455
Business Activity: 8121
Fee: 150⁰⁰
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>Morgan Jean Bredelock</u>			
If Name Change, list previous name:			
Business Address: <u>35 N 300 E</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(385) 224 5050</u>	Business E-mail: <u>bishop.morgan.00@gmail.com</u>	Business Fax:	
Mailing Address (if different): <u>179 N 300 E</u>	City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>
Property Owner's Name: <u>Frankie Sacco</u>		Property Owner's Telephone: ()	
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			
Opening Date: <u>9-1-19</u> Business Hours: From <u>8:00</u> To <u>5:00</u> <u>M T W T F</u> S U (please circle)			
Detailed Description of Business: <u>Morgan's Manicures will provide nail services. Such services will include, but not limited to Acrylic nail enhancements, hand gel, soft gel, Manicure & Pedicures.</u>			
Commercial Square Feet: <u>1418</u>	No. of Arcade Games, Pool Tables, Etc.: <u>0</u>	No. of Vending Machines: <u>0</u>	No. of Mobile Home Spaces: <u>0</u>
No. of Rental Units: <u>0</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>0</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			

Account No: 3454
 Business Activity: 453
 Fee: 150.00
 Copy to Recorder: _____
 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, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
Business Status: ☐ New Business ☐ Location Change ☐ Name Change ☒ Ownership Change			
Business Name (include DBA): <u>Southeast Paint & Design LLC</u>			
If Name Change, list previous name: <u>Breinholt's Southeast Paint & Design LLC</u>			
Business Address: <u>62 N. 100 W.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-4560</u>	Business E-mail: <u>Southeastpaintanddesign@gmail.com</u>	Business Fax: <u>435-637-8624</u>	
Mailing Address (if different): _____		City: _____	State: _____
Property Owner's Name: <u>Gary and Beth Procaronix</u>		Property Owner's Telephone: () _____	
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			
Opening Date: <u>Sept 1, 2019</u> Business Hours: From <u>7:30</u> To <u>6:00</u> <u>(M)(T)(W)(TH)(F)(S)</u> <u>SU</u> (please circle)			
Detailed Description of Business: <u>Continuation of a 35 year entity. Retail Sales of quality architectural, commercial, and industrial coatings. We place strong emphasis on quality of customer service. We also sell wallpaper & blinds.</u>			
Commercial Square Feet: <u>1200</u>	No. of Arcade Games, Pool Tables, Etc.: _____	No. of Vending Machines: _____	No. of Mobile Home Spaces: _____
No. of Rental Units: _____	No. of RV Spaces: _____	No. of Motel Rooms: _____	No. of Beds: _____
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		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			



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

Mayor
MICHAEL KOURIANOS

City Council
RICK DAVIS
AMY KNOTT-JESPERSEN
BOYD MARSING
LAYNE MILLER
TERRY WILLIS

TRAVEL REQUEST: IEDC ECONOMIC DEVELOPMENT TRAINING

PERSON: NICK TATTON

DATE: NOVEMBER 14, 15, 2019

LOCATION: OMAHA, NE

REASON: IMPROVE EFFECTIVENESS OF ECONOMIC DEVELOPMENT ADMINISTRATION
AND COMPLETE CERTIFICATION RENEWAL CONTINUING EDUCATION
REQUIREMENTS.

<u>COSTS:</u>	TRAINING REGISTRATION	\$490.00
	AIRLINE	\$485.00
	VEHICLE	\$70.00 – PARKING & TRNSPRTN
	LODGING	\$410.00 – TOTAL 3 NIGHTS STAY
	MEALS	\$127.00 – NOT INCLUDED WITH CONF.
	MISC. & UNEXPECTED	\$50.00
	TOTAL GROSS TRAVEL	\$1,632.00
	REIMBURSEMENT	\$500.00 – ECON DEV SCHOLARSHIP
	TOTAL	<u>\$1,132.00– ONE TIME EXPENDITURE</u>

BILLING: COMMUNITY DEVELOPMENT DEPARTMENT

- ACCT #10-48-231 FOR REGISTRATION
- ACCT #10-48-230 FOR HOTEL AND MEALS

MISC: TRAINING CONFERENCE COMPLETES SEVERAL OBJECTIVES:

1. CONTINUING EDUCATION CREDITS FOR CERTIFICATION RENEWAL
2. BRING BACK IDEAS AND TRAINING FOR LOCAL ECON DEV PROGRAMS AND LOCAL TRAINING
3. IMPROVES ECON DEV ADMIN EFFECTIVENESS

Date: November 14 - 15, 2019

Location: Omaha, NE

- » [Agenda](#)
- » [Instructors](#)
- » [Certification](#)
- » [Accommodations/Training Location](#)
- » **[Registration](#)**

This course is held in partnership with Nebraska Economic Developers Association (NEDA).

This interactive course presents the core components of a BRE program and why the concerns of local businesses need to be actively addressed. By building an understanding of business visitation techniques and survey methods, practitioners will be able to clearly gauge their community's business climate. Learn the "red flags" that may indicate a company is looking to move elsewhere, and learn how to structure an effective technical assistance program to respond to business concerns. This course helps participants understand how a BRE program relates to attraction, workforce development, small business finance, technology transfer and many other economic development activities.

Course Highlights:

- Establishing, maintaining and upgrading a BRE program
- Creating effective models for business visitations and surveys
- Customer-Relationship Management (CRM) techniques
- Marketing a BRE program
- Establishing an early warning system
- Cluster and industry-focused BRE programs
- Tracking and analyzing customer feedback and response
- Quantitative and qualitative economic development metrics

Agenda

November 14**8:30 - 9:00 am****Registration****9:00 - 9:15 am****Speaker introductions and session framework**

Speaker introductions and a brief discussion of course objectives, desired outcomes and methodology.

9:15 - 10:30 am**Main Group Exercise - Anytown, Anywhere**

This dynamic exercise will provide the underpinning and set the framework for the topics covered over the next two days.

10:30 - 10:45 am**Break****10:45 - 11:30 am****Global factors and trends that impact business retention and expansion policies, programs, strategies and desired outcomes**

In this session, attendees will learn about and discuss post-recession global realities and how they have fundamentally changed the private sector, economic development and business retention and expansion.

11:30 am - 1:00 pm**Lunch on your own****1:00 - 1:30 pm****Global factors and trends that impact upon business retention and expansion policies, programs, strategies and desired outcomes (continued)****1:30 - 2:30 pm****Workforce development as a driver for business retention and expansion**

This session will examine new workforce development realities and how they will shape community building and business retention and expansion programs.

2:30 - 2:45 am**Break****2:45 - 3:30 pm****Old and new stakeholder perspectives on business retention and expansion**

In this session, attendees will learn about the changing face of business retention through three unique stakeholder perspectives.

3:30 - 4:00 pm**Business retention and expansion objective, outcomes and benefits****4:00 - 4:30 pm****Business retention elements**

Here, attendees will learn about the four mission critical elements of any business retention and expansion program.

November 15**8:30 - 9:30 am****Business retention elements (continued)****9:30 - 10:00 am****One-to-one database marketing and the correlation to business retention and expansion**

Key principles from one-to-one database marketing for successful business retention and expansion will be examined and discussed.

10:00 - 10:15 am**Break****10:15 - 11:00 am****One-to-one database marketing and the correlation to business retention and expansion (continued)****11:00 am - Noon****Stratifying and identifying your best customers**

All customers are not created equal. This session will help attendees identify and

understand who their best customers how to utilize with for successful business retention and expansion.

Noon - 1:00 pm

Lunch on your own

1:00 - 1:15 pm

Implementation scenarios

Attendees will examine business retention and expansion programs in rural, urban, regional, state/provincial markets and discuss their similarities and differences.

1:15 - 1:45 pm

Using business intelligence obtained through business retention and expansion

Connect the dots between business retention and expansion and relevant programs, policies and strategies and learn how to integrate BRE into the larger economic development picture.

1:45 - 2:00 pm

Business retention and expansion for disaster preparedness and recovery

Business retention and expansion for disaster preparedness and recovery.

2:00 - 2:15 pm

Marketing and branding your business retention and expansion program

You've put together your BRE program, but to connect with businesses, you first need to educate them. Marketing and branding are an important part any successful business retention and expansion program.

2:15 - 2:45 pm

Using social media for business retention and expansion

The use of social media is pervasive in today's world. This session will examine its relevance and uses for business retention and expansion.

2:45 - 3:00 pm

Leveraging resources and final takeaways

A fast-paced summary of the course and content.

3:00 - 3:15 pm

Wrap-up and certificates

*** Agenda subject to change**

****PLEASE NOTE:** In order to receive full IEDC certification credit for this course and a certificate indicating course completion, participants must attend the entire course and stay through the final session on the last day. Please make travel plans accordingly.**

Instructors

Erik Collins

Director, Community & Economic Development Department
Montgomery County, Ohio



Erik Collins is the Director of the Community & Economic Development Department for Montgomery County, Ohio – the state's fourth largest county. Erik oversees various functions for Montgomery County including Building, Planning, and Community & Economic Development Divisions.

In Economic Development, Erik is responsible for overseeing business attraction, retention and the county's incentive programs. Erik was instrumental in developing, and is now responsible for managing the County's first countywide business retention and expansion initiative known as Business First! For A Greater Dayton Region. BusinessFirst! has expanded outside of Montgomery County with over 32 jurisdictions in a six county region containing over 100 Regional Resource Partners serving businesses; among the communities, over 7,000 large and small companies have been visited. BusinessFirst! has received several recognitions from the National Association of Counties Achievement Award as an innovative program contributing to and enhancing county government in the United States; Business Retention and Expansion International and The Ohio/City County Management Association (OCMA). He is a national trainer for the International Economic Development Council (IEDC) presenting best business retention and expansion practices across North America and for the University of Oklahoma's Economic Development Institute (OUEDI). Erik serves on the Board of Directors for the Ohio Economic Development Association (OEDA).

In addition to business retention and expansion, Erik has played an instrumental role as part of the development team in several significant new investments in Montgomery County including: Collective Brands – now Payless Shoes, the largest shoe retailer in the western hemisphere, CAT Logistics – the second largest CAT facility in North America, the 1.8M sq. ft. P&G in the City of Union, WilmerHale – the fifth largest law firm in the U.S. in addition to many small and large development projects.

Erik's accomplishments also include development of Montgomery County's first Linked Deposit Program in partnership with the Montgomery County Treasurer in 1999 that was a \$20 million program designed to buy-down interest rates for businesses and housing developers that create and retain jobs and improve Montgomery County neighborhoods; a Buy Local Program - ThinkTwice – Buy Montgomery County. In 2015 he jointly created a Strategic Enhanced Economic Development (SEED) program to strengthen business attraction and retention efforts by aligning resources and streamlining the development process for targeted strategic investments throughout Montgomery County. He is a member of the Leadership Dayton Class of 2010. In 2000, Erik was selected as one of the Dayton Business Journal's 40 UNDER 40

professionals-recognizing the Miami Valley's future leaders, and in 1999 was member of a professional exchange team through Rotary International's Group Study Exchange Program to Sweden.

Laith Wardi, CEcD

President

ExecutivePulse, Inc.

Erie, PA



Laith Wardi, CEcD, is President and founder of ExecutivePulse, Inc. He has worked in the economic development professional for over 21 years. Laith has comprehensive experience in business retention & expansion that includes one-to-one outreach to hundreds of value-added client companies, work as a resource provider, and 15 years of regional program management in his home state of Pennsylvania. During his tenure in economic development, he also worked in business incubation and provided small business mentoring services to entrepreneurs.

Laith provides skills training, technology and management consultation to clients seeking to implement systematic and sustainable business retention and expansion programs. In 1994- 95, he pioneered the first web-based system for business retention. Today, The ExecutivePulse CRM System is an industry leading technology solution for all facets of economic development and the most widely used database for business retention & expansion in North America. ExecutivePulse is now being used in Australia as well as the United States and Canada. Laith has provided training on business retention and expansion for International Economic Development Council (IEDC) since 1996. He has trained over 5,000 persons for IEDC during that timeframe. In addition to IEDC, Laith provides BR&E online instruction for the University of Oklahoma Economic Development Institute (OUEDI). He has also presented to hundreds of economic development and allied audiences throughout the United States, Canada, Europe and Mexico on customer retention, one-to-one database marketing and technology assimilation.

Laith is a graduate of Mercyhurst University and received his economic development certification through IEDC in 2002. In addition to economic development, Laith has experience in real estate management, media sales, and as a strategic planning consultant for both public and private sector clients. He currently serves on a variety of local economic development boards and committees in Northwestern Pennsylvania.

Certification



This course meets the professional development requirements for the [Certified Economic Developer \(CEcD\) exam](#). CEcDs earn recertification credits for participation.

Accommodations/Training Location

Doubletree Omaha Downtown
1616 Dodge St
Omaha, NE 68102
(402) 346-7600

Room Rate: \$124

Cutoff Date: October 19, 2019

Registration

	<u>By October 4</u>	<u>Oct 5 - Nov 1</u>	<u>*After November 1</u>
IEDC Member	\$490	\$630	\$650
Non-member	\$640	\$780	\$800
Full Time Student**	\$105	\$125	\$145

*Walk-in registrations will be accepted. Full payment must be made on-site in order to attend the course.

** Copy of current transcript required.