

**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 11/13/2019. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SAFETY SECONDS - Councilmember Knott-Jespersen
5. PUBLIC COMMENT
6. (RE)APPOINTMENT OF PRICE CITY PLANNING AND ZONING COMMISSION MEMBERS - Consideration and possible approval of the (re) appointment and swearing-in of David Black, Erroll Holt and Jade Powell to the Price City Planning and Zoning Commission for 3-year terms.
7. 2019 GENERAL ELECTION CANVASS - Authorization for the City Council and City Recorder to serve as the Board of Canvassers and approve the 2019 General Election results.

**CONSENT AGENDA**

8. MINUTES
  - a. October 23, 2019 City Council Meeting
9. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Bryce Slauch from WST Operator III to WST Operator IV.
10. ALTERNATE PUBLIC DEFENDER CONTRACT - Consideration and possible approval of an contract for alternate public defender services with Travis Blackburn.
11. VOLKSWAGEN ELIGIBLE MITIGATION ACTION AGREEMENT BETWEEN STATE OF UTAH, DEPARTMENT OF TRANSPORTATION AND STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY - Consideration and possible approval of agreement.
12. FENCING PROJECT #19C-2019 - Consideration and possible approval of bids to install chain link fencing near the Community Baseball Complex. Bids Received: All Over Fence \$22,514.50, Southeast Fencing \$24,409.35 and Ward's Landscaping \$23,860.00. All work contracted will be within the project budget.
13. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program reimbursement to Dr. Dale Terry for lighting efficiency upgrades.
14. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Castle Country Athletics at 27 W 100 W, Club Mecca Café (The Mecca LLC) at 75 W Main and Lisa Brower/Enliven Within at 790 N Cedar Hills.
15. BEER LICENSE - Consideration and possible approval of a beer license for Club Mecca Café.
16. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:

Bret Cammans, Customer Service Director - UAMPS Board of Directors Meeting, November 19-20, 2019, SLC, UT  
Trenton Bennett, Building Inspection - UAPMO Business Meeting, November 19-22, 2019, St. George, UT

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.priccutah.net](http://www.priccutah.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.

# CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

*David Black*

TO THE PRICE CITY PLANNING & ZONING COMMISSION

*1-1-20 to 12-31-22*

*Price*  
Utah



MICHAEL KOURIANOS, MAYOR

11-13-19

DATE

# CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

*Erroll Holt*

TO THE PRICE CITY PLANNING & ZONING COMMISSION

*1-1-20 to 12-31-22*

*Price*  
Utah

*Michael Kourianos*

MICHAEL KOURIANOS, MAYOR

11-13-19

DATE

# CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

*Jade Powell*

TO THE PRICE CITY PLANNING & ZONING COMMISSION

*1-1-20 to 12-31-22*

*Price*  
Utah

*Michael Kourianos*

MICHAEL KOURIANOS, MAYOR

11-13-19

DATE

Minutes of the Price City Council Meeting  
City Hall  
Price, Utah  
October 23, 2019 at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Rick Davis

Amy Knott-Jespersen

Layne Miller

Terry Willis

Bret Cammans, Customer Service Director

Sherrie Gordon, City Recorder

Miles Nelson, Public Works Director

Brandon Sicilia, Police Chief

Nick Tatton, Community/Human Resources Director

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Marsing was excused/absence.
4. SAFETY SECONDS – Mayor Kourianos commented on Halloween safety. When trick-or-treating choose sidewalks/crosswalks and lighted pathways. Always check the candy in the bags. Be safe and have a happy Halloween.
5. PUBLIC COMMENT – No public comment was received on any item.
6. VETERANS DAY SERVICES - Request for sponsorship. Consideration and possible approval to wave the Peace Garden fees for the November 11th Veterans Day Services. This will also include a fundraising event sponsored by Dominion Energy to raise money for Veteran Scholarships to USU Eastern.

Justin Bingham with Dominion Energy reviewed their plans for Veterans Day. They would like to host a barbecue in the Peace Garden. All funds raised will be donated for scholarships for Veterans attending USU Eastern. They will be working with the VFW for the Veterans Day event held in the garden.

**MOTION.** Councilmember Davis moved to approve waiving the Peace Garden fees for this event. Motion seconded Councilmember Willis and carried.

CONSENT AGENDA - Councilmember Willis moved to approve consent agenda items 7 through 14. Motion seconded by Councilmember Knott-Jespersen and carried.

7. MINUTES
  - a. October 9, 2019 City Council Workshop
  - b. October 9, 2019 City Council Meeting
8. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Jason Wichmann, Water, Sewer, Treatment Department.
9. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Rowdy Christensen, Water, Sewer, Treatment Department.
10. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Ryan Matkin, Water, Sewer, Treatment Department.
11. MIOX UNIT PURCHASE, WATER TREATMENT PLANT- Consideration and possible approval of the purchase of a Miox 60 Unit for the Price City Water Treatment Plant. TC Sales and Service Co is the sole source vendor for the Miox 60. Purchase price including delivery is \$69,700. The funding for this purchase has been included in the current year CIP process.
12. SUBCONTRACTOR AGREEMENTS BASEBALL CONCESSION BUILDING - Consideration and possible approval of the subcontractor agreements for the Concession Building Project at the Community Baseball Complex: Ruggeri Plumbing, Schedule A Plumbing Rough & Finish, \$54,465; Stilson & Sons Construction,

Schedule C, D, & E Masonry Walls & Roof, \$120,520.

13. DOMESTIC VIOLENCE PURPLE RIBBONS IN PEACE GARDEN - Consideration and possible approval to put a flyer on the bulletin board and purple ribbons on the trees in the Peace Garden October 24th thru 31st for Domestic Violence month.
14. TRAVEL REQUEST - Consideration and possible approval of travel request for: John Procarione, Public Works - Utah Asphalt Conference, November 11-13, 2019, St George, UT
15. UNFINISHED BUSINESS – Councilmember Knott-Jespersen reminded everyone to vote. Police Chief Sicilia informed the Mayor and Council that Urgent Care on the corner of 100 North 300 East will be hosting a trunk-or-treat in their parking lot on Saturday, October 26, 2019, at 4:00 P.M.. They have teamed up with UP&L Credit Union for parking automobiles. Urgent Care has requested that the 300 North crosswalk be closed for children to go back and forth across the street. UDOT will allow an electric sign to be placed at the intersection along with a police officer to block off this intersection during this time period.

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 5:35 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Michael Kourianos, Mayor

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



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

A handwritten signature in blue ink, appearing to be "NT", located to the right of the "FROM:" line.

*Distributed electronically via email by  
NT on 10-30-19*

DATE: October 30<sup>th</sup>, 2019

SUBJECT: Career Ladder Promotion: Bryce Slaugh

Sam White, Water-Sewer Department Supervisor recommends that Bryce Slaugh be promoted from Water-Sewer-Treatment Operator III, Grade 10, to Water-Sewer-Treatment Operator IV, Grade 12.

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 both Sam White and Miles Nelson, Public Works Director as well as the WTP supervisor, Ron Brewer. The Finance Director confirmed funding for the promotion is available within the budget. It is recommended that the promotion become effective on the payroll period following the approval of the promotion at City Council meeting on November 13<sup>th</sup>, 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 November 13<sup>th</sup>, 2019. If you have any questions please contact Sam White, or myself.

Cc Miles Nelson  
Sam White  
Lisa Richens  
Dana Young

## PRICE CITY ALTERNATE PUBLIC DEFENDER CONTRACT

**1. Parties and Consideration:** For and in consideration of payments to be made by Price City, a Municipal Corporation, 185 E Main Street, P.O. Box 893, Price, Utah 84501, hereinafter referred to as “Price City”, to Travis Blackburn, Blackburn Law Office, PLCC., 453 E Main Street, Price, Utah 84501, hereinafter referred to as “Attorney”, for services to be performed by Attorney as set forth herein. Attorney agrees to serve as the Price City Alternate Public Defender to represent indigent persons in all criminal matters brought in the name of Price City where a conflict of interest has (1) been identified by the primary public defender handling Price City cases or a Court of competent jurisdiction and (2) a Court of competent jurisdiction has ordered that Attorney is appointed as counsel. Attorney agrees to act as alternate counsel under this Contract and to carry out to the best of Attorney’s ability, experience and talents all of the duties imposed upon Attorney by this Contract.

**2. Scope of Work:** Price City hereby hires Attorney, as an independent contractor, to act as an Alternate Public Defender. Attorney hereby agrees to such hiring. Attorney shall defend all persons who have been deemed indigent by a Court of competent jurisdiction in all criminal actions brought in the name of Price City where a conflict of interest has been identified. Pursuant to Utah law regarding the defense of indigent persons, Attorney shall defend indigent persons in the Carbon County Justice Court, the Seventh District Court, and in all appeals taken from the Carbon County Justice Court to the Seventh District Court. Attorney shall provide services to all clients in a professional and skilled manner, consistent with Utah Supreme Court’s Rules of Professional Practice, including the Rules of Professional Conduct. Attorney shall devote such time as may be required to properly and professionally represent indigent defendants to whom Attorney is appointed to represent. Attorney shall attend court when required and shall be available to meet with indigent clients at the Attorney’s office or at the Carbon County Jail prior to court and Attorney shall be available by telephone at other times for consultation. Attorney shall:

1. Attend all scheduled court appearances. In the event of vacation or illness, Attorney is responsible for the rescheduling of matters and/or arranging coverage by another qualified attorney.
2. Act as counsel available to all appointed defendants at all scheduled hearings.
3. Represent defendants in appointed cases at pre-trial hearings, preliminary hearings, trials, sentencing, post disposition proceedings, other hearings set by a Court, and filing any notices of appeal.
4. Consult with defendants, at or prior to, pretrial hearings. Attorney shall meet with defendants at the Attorney’s office, the Carbon County Jail, or the Youth Detention Center.
5. Provide Price City an emergency contact telephone number at which Attorney may be reached 24 hours a day.
6. Prepare for trial to ensure that the defendant receives adequate representation. Trial preparation shall include, but not be limited to: interviewing witnesses identified by the County Prosecutor, interviewing witnesses identified by the defendant, reviewing of police reports and other evidence, researching relevant legal issues, preparing a witness list on

behalf of the defendant, and consulting with the defendant.

7. File a timely Notice of Appeal to the appropriate Court.
8. Immediately notify Price City, in writing, of any conflict of interest, conflicting litigation, or inability to practice law.
9. Perform all other duties and services generally accepted as “best practices” for criminal defense attorneys including, but not limited to, the following: Attorney should be knowledgeable about, and consider, alternatives to prosecution or conviction that may be applicable in individual cases and communicate them to the client. Attorney should understand the direct and collateral consequences of a guilty plea or conviction all crimes with which Attorney’s appointed clients are charged, including, but not limited to, the following: minimum and maximum punishments, immigration/deportation consequences, statutory minimum mandatory sentences, possible or mandatory driver license consequences, and other requirements set forth in this Contract.

**3. Qualifications:** Attorney shall satisfy the minimum requirements for practicing law in the State of Utah as determined by the Utah Supreme Court. At least one-half of the Continuing Legal Education (CLE) requirements required of Attorney on Attorney’s CLE compliance cycle shall be completed in courses relating to criminal law practice. Attorney shall provide Price City with written verification of compliance with CLE requirements of this contract within thirty (30) days of the deadline to file Attorney’s CLE report with the Utah State Bar Association. Attorney shall:

1. Be a member in good standing with the Utah State Bar Association.
2. Be available in Carbon County and Price City to conduct business which shall be made known to the clients served.
3. Be prepared to competently defend criminal law/juvenile law matters.
4. Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to criminal law/juvenile law.
5. Be familiar with the collateral consequences of a conviction, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction.
6. Be familiar with mental health issues and be able to identify the need to obtain expert services.

**4. Compensation:** Price City shall pay Attorney Thirteen Thousand Two-Hundred Dollars (\$13,200.00) per year, inclusive of all fees for services, in monthly installments of One-Thousand One-Hundred Dollars (\$1,100.00). Monthly payments shall be made within thirty (30) days of receipt of monthly invoice by Price City from Attorney. The above compensation is the full amount which Price City shall pay Attorney each month. As such, Attorney shall be responsible for all of Attorney’s own costs, including but not limited to: investigation costs, witness costs, and subpoena costs.

**5. Scheduling:**

Justice Court: Price City, in cooperation with the Carbon County Justice Court Judge, has historically held the law and motion calendar for Attorney’s defendants on Thursday mornings.

Trials will be scheduled on Thursday afternoons so long as such is agreed to by Attorney and permitted by the Court. It is Attorney's responsibility to ensure that Attorney is present for all hearings.

District Court: Regarding indigent defendants represented by Attorney in the Seventh District Court, the law and motion calendars are typically scheduled on Monday mornings and preliminary hearings and trials are scheduled by each Seventh District Court Judge and attorneys. It is anticipated that this same scheduling will continue with Attorney. It is Attorney's responsibility to ensure that Attorney is present for all hearings.

**6. Term:** This Contract shall commence on December 1, 2019 and runs for an initial term of two (2) years, terminating on November 30, 2021. This Contract may continue indefinitely thereafter unless terminated as provided hereafter. No pay increases are permitted under this Contract without the prior approval of the Price City Council and without Attorney providing Price City with adequate, detailed, and auditable data supporting Attorney's request for a pay increase. Price City reserves the right to accept or request for a pay increase. If Attorney expresses to Price City that Attorney will not perform the services under this Contract pursuant to the compensation under this Contract, or the compensation subsequently agreed upon by Price City, Price City shall have the right, upon 30 days' written notice to Attorney, to terminate this Contract and send out a request for proposals (or other permissible proposal or bid) to attempt to hire a new Alternate Public Defender(s).

**7. Independent Contractor:** No relationship of employer and employee is created by this Contract. It is understood that Attorney will act hereunder as an independent contractor and Attorney shall have no claim under this Contract or otherwise against Price City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, unemployment insurance benefits, or employee benefits of any kind except as stated above.

**8. Waiver and Modification:** No waiver or modification of this Contract, or any portion thereof, shall be valid unless it follows the requirements of this section. As such, this Contract contains the entire agreement between the parties and this Contract shall not be modified, changed, altered, or amended in any way except through a written amendment signed by the parties hereto.

**9. Termination:** Except as may be stated otherwise in this Contract, this Contract may be terminated for a breach of its terms and conditions immediately if said breach is not remedied within fourteen (14) days of receipt of written notice of the breach and a demand to come into compliance. Either party may also terminate this Contract with or without cause by giving thirty (30) days written notice to the other party of such intent to terminate.

**10. Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

**11. Indemnification:** Each party shall indemnify and hold harmless the other party, its officers, agents, and employees from and against all claims, lawsuits, damage, injury, or liability claims however caused by said party, its agents, employees, or clients.

**12. Severability:** The provisions of this Contract are severable. In the event any of them are held invalid by any Court, this Contract shall be interpreted as if such invalid provisions were not contained herein.

**13. Attorney Fees:** The prevailing party in any legal proceeding related to this Contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

**14. Copies:** Copies of this Contract are validly binding. If the original of this Contract cannot be found, any copy of this Contract shall be considered the original and shall be binding as such.

**15. Complete Agreement:** This Contract contains the complete agreement between the parties. Each of the parties acknowledges that he/she/they have relied on his/her/their own judgement to enter into this Contract.

**16. Signatures:** The parties hereby attach their signatures acknowledging their intent to be bound by the terms and conditions as stated in this Contract.

**IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate original form.**

**PRICE CITY, a Municipal Corporation**

\_\_\_\_\_  
**By: Michael Kourianos, Mayor**

**ATTEST:**

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

**ATTORNEY:  
BLACKBURN LAW OFFICE, PLLC**

\_\_\_\_\_  
**By: Travis Blackburn**

Agreement # \_\_\_\_\_  
Amount: \$1,047,623

VOLKSWAGEN ELIGIBLE MITIGATION ACTION AGREEMENT  
BETWEEN  
STATE OF UTAH, DEPARTMENT OF TRANSPORTATION  
AND  
STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, pursuant to the terms of the settlement,<sup>1</sup> on January 29, 2018, the Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia ("Trust") designated the State of Utah a beneficiary under the Trust.<sup>2</sup> In accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries ("Trust Agreement"),<sup>3</sup> the State of Utah may use Trust funds for Eligible Mitigation Actions to mitigate the lifetime excess nitrogen oxide ("NO<sub>x</sub>") emissions from noncompliant vehicles.<sup>4</sup>

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<sup>1</sup> On October 25, 2016, and on May 17, 2017, the United States District Court, Northern District of California ("Court"), entered partial consent decrees requiring the settling defendants (Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, L.L.C., Dr. Ing. H.c. F. Porsche AG, and Porsche Cars North America, Inc.), to collectively fund Eligible Mitigation Actions that will reduce nitrogen oxide emissions where the noncompliant vehicles "were, are or will be operated." *Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("*First Partial Consent Decree*"), (Approved October 25, 2016) at 5; *Second Partial Consent Decree*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May 17, 2017).

<sup>2</sup> *Notice of Beneficiary Designation Under the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico, and the District of Columbia*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) (January 29, 2019).

<sup>3</sup> See *Environmental Mitigation Trust Agreement for State Beneficiaries* (filed October 2, 2017).

<sup>4</sup> *First Partial Consent Decree* at 5; *Second Partial Consent Decree* at 5.

WHEREAS, the Utah Department of Environmental Quality (“UDEQ”), as the lead agency in this Trust matter, intends to provide funding assistance for Eligible Mitigation Actions to Utah governmental entities<sup>5</sup> to reduce the purchase price of Eligible Mitigation Actions.

WHEREAS, pursuant to the Environmental Mitigation and Response Act, Title 19, Chapter 1, Part 6, Utah Code, 1953, as amended, the UDEQ may accept and distribute settlement funds in accordance with the terms and conditions of a settlement.

WHEREAS, State of Utah, Department of Transportation<sup>[OBJ]</sup> (“UDOT<sup>[OBJ]</sup>”), an executive agency and governmental entity in the State of Utah, pursuant to Title 11, Chapter 13, Utah Code, 1953, as amended, requested financial assistance to fund an Eligible Mitigation Action project purchase<sup>[OBJ]</sup> and install light-duty electric vehicle supply equipment (“EVSE”).

WHEREAS, Price City Municipal Corporation (“Price City”) a governmental entity in the State of Utah, pursuant to Title 11, Chapter 13, Utah Code, 1953, as amended, also requested financial assistance to fund an Eligible Mitigation Action project to purchase and install light-duty electric vehicle supply equipment (“EVSE”).

NOW, THEREFORE, pursuant to the Trust Agreement and the Environmental Mitigation and Response Act, this Eligible Mitigation Action

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<sup>5</sup> Government entity defined pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, Utah Code.

Funding Agreement (“Agreement”) is entered into by and between the UDEQ and UDOT as follows:

I. **Terms of the Eligible Mitigation Action Funding.**

- A. **Funding Assistance Purpose:** To achieve a reduction in NO<sub>x</sub> emissions, the UDEQ awards this funding assistance to UDOT to reduce the purchase, installation and operational costs of the EVSE project described in Attachment B attached hereto.
- B. **Maximum Award:** To reduce the purchase price of the specified EVSE project, the UDEQ may provide a maximum Eligible Mitigation Action funding assistance for the EVSE project, up to \$1,047,623.
  - 1. UDOT may be reimbursed up to \$50,000 per year for two years of the cost to supply electricity to DC fast chargers.
  - 2. UDOT shall reserve \$97,951 funding assistance to fund the Price City sub-project specified in ¶ II.B. After the Price City sub-project has been completed, UDOT may use any remaining funds for other EVSE projects described in Attachment B.
- C. **Funding Limitation:** Eligible Mitigation Action funding shall be limited to the amount the UDEQ receives from the Trust to fund UDOT’s EVSE project.
- D. **Eligible Mitigation Action Funding Deadline:** To be reimbursed for funding assistance, on or before three years from the effective date of this Agreement, for each location specified in Attachment B, UDOT shall complete and submit to the UDEQ all supporting documentation specified in ¶ III.E. demonstrating that all requirements in this Agreement have been met.

II. **Required Certifications:** In signing this Agreement, UDOT agrees and certifies, under penalty of perjury, that:

- A. **Eligible Mitigation Action Funding:** UDOT shall only be reimbursed for actual expended eligible costs relating to the EVSE project described in Attachment B.
- B. **Price City EVSE:** UDOT shall expend up to a total \$97,951 in Trust funding to procure and install two level-2 dual electric vehicle chargers and one DC fast charger at 146 East 100 North,

Price City, Utah (hereinafter referred to as the "Price City sub-project").

- C. **Procurement Code:** UDOT shall procure the EVSE and related services described in Attachment B in accordance with the Utah Procurement Code, Title 63G, Chapter 6a, Utah Code.
- D. **Completion:** UDOT's EVSE project shall be completed and fully operationally on or before three years from the effective date of this Agreement.
- E. **Progress:** UDOT agrees that the UDEQ may terminate the Eligible Mitigation Action Funding if UDOT fails to make sufficient progress to reasonably ensure completion of the requirements specified in this Agreement prior to the project end date, on or before three years from the effective date of this Agreement. The UDEQ will determine whether UDOT is achieving sufficient progress by examining quarterly reports, the status of each requirement, the milestone schedule and the time remaining in the project period.
- F. **Minimum Operation and Maintenance Period:**
  - 1. Except for the Price sub-projected, UDOT shall own, operate and maintain each EVSE, partially or fully funded under this Agreement, for a minimum of five years; and
  - 2. As specified in Attachment C, Price City Municipal Corporation agreed to own, operate and maintain each Price sub-project EVSE, partially or fully funded under this Agreement, for a minimum of five years.
- G. **EVSE Available for Public Use:** UDOT shall install the EVSE on government owned property and UDOT and Price City Municipal Corporation, as agreed to in Attachment C, shall make public-use EVSE available to the public during their time of operation.

### III. **Eligible Mitigation Action Funding Conditions.**

To receive Eligible Mitigation Action funding assistance, UDOT shall comply with the following conditions:

- A. **Standard Terms and Conditions:** UDOT shall comply with the Funding Assistance Agreement, Standard Terms and Conditions, Attachment A.
- B. **Quarterly Reporting and Environmental Results:** Beginning on the Effective Date of this Agreement and continuing through the completion date of the EVSE project, UDOT shall prepare and submit quarterly progress reports to the UDEQ on or before:

- March 1<sup>st</sup>
- June 1<sup>st</sup>
- September 1<sup>st</sup>
- December 1<sup>st</sup>

In its quarterly reports, UDOT shall describe its status with respect to completing the requirements specified in this Agreement, including a summary of UDOT's progress with respect to its proposed timeline (§ III.C), expenditures, description of any problems, and planned activities for the next quarter. UDOT may submit the quarterly reports and responses to the UDEQ through electronic mail.

- C. **Eligible Mitigation Action EVSE Project Requirements:** Within forty-five (45) days of the Effective Date of this Agreement, UDOT shall submit a timeline specifying anticipated dates to meet key milestones, including the installation date, the date for the completion of the project, and the date for the submission of the documents for reimbursement.
- D. **EVSE Costs:** UDEQ will provide UDOT written notice that it may proceed with the EVSE project, pursuant to the conditions of this Agreement, upon UDEQ confirming that Trust funding assistance has been conditionally approved for the EVSE project.
- E. **Reimbursement and Receiving Funding Assistance:** To receive reimbursement for eligible costs, within ninety (90) days of entering each EVSE sub-project into service, UDOT shall demonstrate compliance with the terms of this Agreement by submitting all necessary documentation for reimbursement. These documents shall be submitted on or before three years from the effective date of this Agreement, and shall include the following:

1. A final purchase invoice for each EVSE, installation, maintenance, and other itemized actual costs in which UDOT requested funding in Attachment B. The invoice shall include:
  - a. the invoice date;
  - b. the itemized purchase cost for each item or service listed in the competitive bid; and
  - c. identify UDOT as the purchaser;
2. Proof of payment;
3. A photo of each EVSE partially or fully funded by the VW funding assistance and placed into service;
4. A site map showing the location of each EVSE partially or fully funded by the VW funding assistance;
5. The date the EVSE was placed into service; and
6. The estimated hours per day and days per year the EVSE, partially or fully funded by the VW funding assistance, will be used.

**F. Delays or Favorable Developments:**

1. UDOT shall promptly notify the UDEQ in writing of any problems, delays, or adverse conditions which may materially impair its ability to deliver on its obligations specified in this Agreement. This disclosure must include a statement of any actions taken, or contemplated, and any assistance needed to resolve the situation.
2. UDOT shall notify the UDEQ in writing of any favorable development which may enable it to meet time schedules and objectives sooner or at less cost.

**G. Additional Documentation:** UDOT shall make data related to the usage of the EVSE available to the UDEQ upon request.

**H. Timely Follow-Up:** UDOT shall timely respond with any necessary supporting documentation to any follow-up inquiries, including data requested under ¶ III.G, from the UDEQ, no later than fifteen (15) days after receipt of the inquiry.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19, Chapter 404, Utah Code Annotated, 1953, as amended, the parties hereto mutually agree to perform this Agreement and hereto have executed this Agreement as demonstrated by the appropriate signatures. This Agreement shall take effect upon the date of signature of the Interim Executive Director.

STATE OF UTAH  
DEPARTMENT OF  
TRANSPORTATION  
4501 South 2700 West  
Salt Lake City, Utah 84114

STATE OF UTAH  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
DIVISION OF AIR QUALITY  
P. O. Box 144810  
195 North 1950 West  
Salt Lake City, Utah 84114-4810

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print your name and title

By: Scott Baird,  
Interim Executive Director

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

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

**ATTACHMENT A**  
**Volkswagen Diesel Emission Environmental Mitigation Trust**  
**Eligible Mitigation Action Agreement**  
**State of Utah Department of Transportation**  
**Standard Terms and Conditions**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. "Agreement" means the Volkswagen Trust Eligible Mitigation Action Agreement, including all referenced attachments and documents incorporated by reference.
  - b. "EVSE" means electric vehicle supply equipment, including Level 1, Level 2, and fast charging equipment (or analogous successor technologies).
  - c. "Project Sponsor" means State of Utah, Department of Transportation as the entity to receive Funding Assistance pursuant to the terms of this Agreement. Project Sponsor as used in this Agreement shall include the Project Sponsor's agents, officers, employees, and partners.
  - d. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, UDEQ's authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - e. "Trust" means the Volkswagen Diesel Emission Environmental Mitigation Trust created pursuant to *Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC) ("First Partial Consent Decree"), (Approved October 25, 2016); Second Partial Consent Decree, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 (CRB (JSC), (Approved May17, 2017).*
  - f. "Trust Agreement" means the Environmental Mitigation Trust Agreement for State Beneficiaries, approved September 19, 2017, effective October 2, 2017.
  - g. "UDEQ" means the Department of Environmental Quality, the lead agency for the Trust as designated by the Governor of the State of Utah.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Agreement, the Project Sponsor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Project Sponsor shall maintain all records specified in this Agreement. These records shall be retained by the Project Sponsor for at least six (6) years after final reimbursement, or until all audits initiated within the six (6) years have been completed, whichever

is later. The Project Sponsor agrees to allow, at no additional cost, State of Utah auditors, federal auditors or any firm identified by the UDEQ, access to all such records.

5. **CONFLICT OF INTEREST:** To the best of its knowledge, the Project Sponsor represents that none of its officers or employees are officers or employees of the UDEQ unless previously disclosed in writing.
6. **INDEPENDENT CAPACITY:** Other than in its own capacity, the Project Sponsor shall act in an independent capacity and not as officers or employees or agents of the UDEQ or the State of Utah.
7. **INDEMNITY:** Both parties are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code 63G-7-1010 et. seq.). Nothing in this Agreement shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Agreement be construed as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties.
8. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement by the UDEQ and the Project Sponsor, which amendment will be attached to this Agreement.
9. **TERMINATION:** This Agreement may be terminated, for cause by the UDEQ, upon written notice. The Project Sponsor will be given ten (10) days after written notification is received to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. The Project Sponsor may terminate this Agreement in writing at any time prior to reimbursement. Termination of this Agreement for cause or by the Project Sponsor will render the Project Sponsor ineligible for reimbursement of any costs associated with the EVSE project.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days after written notice is delivered to the Project Sponsor, this Agreement may be terminated in whole or in part at the sole discretion of the UDEQ, if it reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the UDEQ's ability to provide financial assistance under this Agreement. If a written notice is delivered under this section, the UDEQ will reimburse the Project Sponsor for eligible costs of the project until the effective date of said notice. The EVSE project must be fully operational before the UDEQ will provide reimbursement. The UDEQ will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

11. **PUBLIC INFORMATION:** The Project Sponsor agrees that this Agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA) and the Trust Agreement. The Project Sponsor gives the UDEQ and the State of Utah express permission to make copies of this Agreement, related sales orders, related pricing documents, and invoices in accordance with GRAMA and the Trust Agreement. The UDEQ and the State of Utah are not obligated to inform the Project Sponsor of any GRAMA requests for disclosure of this Agreement, related purchase orders, related pricing documents, or invoices.
12. **ASSIGNMENT:** The Project Sponsor may not assign, sell, transfer or delegate any right or obligation under this Agreement, in whole or in part.
13. **REMEDIES:** Any of the following events will constitute cause for the UDEQ to declare the Project Sponsor in default of this Agreement: (i) the Project Sponsor's non-performance of its contractual requirements and obligations under this Agreement; or (ii) the Project Sponsor's material breach of any term or condition of this Agreement. The UDEQ may issue a written notice of default providing a ten (10) day period in which the Project Sponsor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate the Project Sponsor's liability for damages. If the default remains after the Project Sponsor has been provided the opportunity to cure, the UDEQ may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Agreement or (iii) demand a full refund of any payment that the UDEQ has made to the Project Sponsor under this Agreement.
14. **FORCE MAJEURE:** Neither the UDEQ nor the Project Sponsor will be held responsible for delay or default caused by fire, riot, act of God or war which is beyond that party's reasonable control.
15. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
16. **PROCUREMENT ETHICS:** The Project Sponsor understands that a person who is interested in any way in the receipt of Funding Assistance from the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person who participates in the award of the funding assistance on behalf of the UDEQ, whether it is given for their own use or for the use or benefit of any other person or organization.
17. **CHANGES IN SCOPE:** Any changes in this Agreement to be performed under these terms and conditions shall be in the form of a written amendment, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in this Agreement.

18. **REVIEWS:** The UDEQ reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the implementation status of this Agreement. Such reviews do not waive the requirement of the Project Sponsor to meet all of the terms and conditions of this Agreement, including providing quarterly reports.
19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Agreement, (ii) this Attachment A, then (iii) Attachment B. Any provision attempting to limit the liability of the Project Sponsor or limit the rights of the UDEQ or the State of Utah must be in writing and attached to this Agreement or it is rendered null and void.
20. **SURVIVAL OF TERMS:** Termination or expiration of this Agreement shall not extinguish or prejudice the UDEQ's right to enforce this Agreement with respect to any default of this Agreement or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, and Insurance.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
22. **ERRORS AND OMISSIONS:** The Project Sponsor shall not take advantage of any errors and/or omissions in this Agreement. The Project Sponsor must promptly notify the UDEQ of any errors and/or omissions that are discovered.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

# UDOT EVSE PROJECT PLAN: VW Mitigation Grant 2019

Attachment B

Priority	SITE NAME:	AADT	PROJECT SCOPE		CONTRACTOR BID SUMMARY					Funding Sources				Site Notes							
			EVSE COUNTS: LEVEL II	EXPRESS 250	VERDEK Quote	National Car Charging	EVSE Low Bid	Utility Upgrade	PROJECT Total COST	RMP Funds	UDOT Match HB3 FUNDS	Other UDOT Funds	VW Funds								
0	Castle Gate Consulting															Electrical Engineering/Plan Review and site inspection					
0	Bluff site Prep/Paving															UDOT Crew (Fence relocate, pave, boulders,etc.)					
0	Rampton Transformer															Required for additional DAS chargers. 1/2 vw, 1/2 Das					
1	\$100K for Electrical Costs															Electrical Demand Costs					
2	Price City Museum	7600														VW Grant, Tourism/Regional EV mobility					
2	Kanab Civic Center	10000														Clean Cities/Tourism/Mighty 5					
3	Garden City DOWNTOWN	2500														Tourism/Interstate					
4	Castle Dale City/Museum	7000														Tourism/Mighty 5					
5	Monticello Visitor Center	7000														Tourism/Mighty 5					
6	Bluff Maintenance Station.	2400														Tourism/Mighty 5					
7	Richfield Admin Office	6300														UDOT fleet focus					
8	Grassy Mountain RA-WB	7900														EV Safety Net/Too Expensive for Transmission Upgrade					
9	Grassy Mountain RA-EB	7900														EV Safety Net/Too Expensive for Transmission Upgrade					
10	Tie Fork Rest Area	8900														EV Safety Net/Too Expensive for Transmission Upgrade					
11	Calvin Rampton (UDOT HQ)	18000														DAS Plans 12 additional Public/Fleet					
12	Price District Office (UDOT)	11000																			
<b>Project Totals</b>																					

REQUESTED ABOVE:

RMP Funding	\$ 208,000
SB 3 Funding	\$ 190,000
UDOT Additional	\$ 58,950
VW Funding	\$ 1,047,621
<b>Project Total</b>	<b>\$ 1,504,571</b>

Validate	\$ 1,504,571	Proposed Project Cost
Validate	\$ 0	Contingency / Not committed VW funds
	\$ 1,504,571	Calculation Check

Funding Sources	KNOWN
RMP	\$ 220,000
UDOT	\$ 150,000
UDOT/VW	\$ 949,670
Price/UDOT	\$ 40,000
Price/VW	\$ 97,951
* if full grant app was funded	
	\$ 1,457,621

Calculations Checks

VW Funds	\$ 1,047,621	Grant (Price and UDOT awards)
UDOT Funds	\$ 190,000	HB 3
RMP FUNDS	\$ 220,000	Custom Projects Grant
	\$ 1,457,621	TOTAL GRANT FUNDING
UDOT Funds	\$70,000	Blue Sky Solar Grant Refund
	\$1,527,621	TOTAL PROJECT FUNDING

RECEIVED ABOVE:

**\$ 1,172,661**

**Attachment C**  
**State of Utah**  
**Volkswagen Environmental Mitigation Trust Funding Assistance**

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ for Price City Municipal Corporation ("Price City") and have authority to obligate and sign on behalf of Price City. In signing this document, the Applicant certifies under penalty of perjury that:

1. Price City and the State of Utah, Department of Transportation ("UDOT") entered into a separate agreement (a) to combine their respective electrical vehicle supply equipment ("EVSE") projects that requested funding from the Volkswagen Trust and (b) for UDOT to procure and install the EVSE projects, including the project described in the Price City 2018 Electric Vehicle Charging Infrastructure Grant Application, signed November 30, 2018, ("Price EVSE project");
2. Price City agrees that the State of Utah, Department of Environmental Quality ("UDEQ") may reimburse the UDOT up to the conditional funding assistance awarded to Price City for eligible costs UDOT expended to procure and install the Price EVSE project;
3. Price City agrees to make information and data related to the Price EVSE project available to the UDOT and UDEQ upon request.
4. Price City agrees to own, operate and maintain each EVSE in the Price EVSE Project, partially or fully funded by the Volkswagen Trust, for a minimum of five years; and
5. Price City agrees to make the EVSE available for public use during its time of operation.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_

Print name

Price City / Carbon School District  
Fencing Project #19C-2019

				Company					
Item	Unit	Qty	All Over Fence		SE Fencing		Ward Landscaping		
1	Mobilization	LS	1	\$ 1,297.00	\$ 1,297.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
2	96 Inch Fence	LF	200	\$ 25.00	\$ 5,000.00	\$ 29.83	\$ 5,966.00	\$ 24.00	\$ 4,800.00
3	72 Inch Fence	LF	565	\$ 19.50	\$ 11,017.50	\$ 17.39	\$ 9,825.35	\$ 22.00	\$ 12,430.00
4	8 Foot Gate	EA	4	\$ 550.00	\$ 2,200.00	\$ 884.25	\$ 3,537.00	\$ 685.00	\$ 2,740.00
5	6 Foot Gate	EA	6	\$ 500.00	\$ 3,000.00	\$ 763.50	\$ 4,581.00	\$ 465.00	\$ 2,790.00
			Total	\$ 22,514.50		\$ 24,409.35		\$ 23,860.00	

Corrected Math Errors

Lowest Bid

Open 11/6/2019 @ 2:30 PM

**AGREEMENT**  
(Price City Corporation - <Project Name & Number>)

---

**PART 1 GENERAL**

---

**1.1 CONTRACTOR**

- A. Name: *All Over Fence*
  
- B. Address: *7834 W 2400 S*  
*Magna, Ut 84044*
  
- C. Telephone Number: *(505)350-1987*

**1.2 OWNER**

- A. The name of the OWNER is **Price City Corporation**.

**1.3 CONSTRUCTION CONTRACT**

- A. The CONTRACTOR will commence and complete the construction of:  
  
*Price City / Carbon School District Fencing Project #19C-2019*
  
- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

*Chain Link Fencing*

**1.4 ENGINEER**

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

---

**PART 2 TIME AND MONEY CONSIDERATIONS**

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**2.1 CONTRACT PRICE**

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

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

NA

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

*Twenty two thousand five hundred fourteen dollars and 50 cents - \$22,514.50*

## **2.2 CONTRACT TIME**

A. The Work will be completed 45 calendar days after *November 18<sup>th</sup>, 2019* or the first day of work on the Project, whichever is first.

## **2.3 LIQUIDATED DAMAGES**

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

### **1. Late Contract Time Completion:**

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

### **2. Interruption of Public Services:**

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. One Hundred dollars

and Zero centers (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

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

## 2.4 PAYMENT

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

## 2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

*Bidder Requirements*  
*Bidder Information*  
*Detail Specifications*  
*Maps*

- B. Other Documents which are applicable to this agreement are:

- a. APWA 2017 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- b. APWA 2017 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- c. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
  - i. Notice to Proceed
  - ii. Work Change Directive Change Order(s)

---

## PART 3 EXECUTION

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### 3.1 EFFECTIVE DATE

A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT**

OWNER: Price Municipal Corporation

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

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Sherrie Gordon

Title: City Recorder

\_\_\_\_\_  
SEAL

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

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

\_\_\_\_\_  
SEAL

# EASY

## Project Application

### Section 1. Program Requirements.

- Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved. A
- Business License current with Price City. Attach copy of business license. A
- Authority of Requesting Applicant Confirmed. Attach copy of letter, etc. A

### Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

- LED LIGHTING UPGRADE TO OFFICE.  
- DALE TERRY, DDS.  
- 637-1830

### Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
Lighting Upgrade	\$1790.60	LED Upgrade
TOTAL	1790.60	

256  
447<sup>65</sup>

### Section 4. Signature.

Dale L. Terry

Printed Name and Signature of Applicant Requesting Funds



Nov. 4, 2019

Date

### Section 5. Administrative Processing.

- Price City Economic Development staff review of application. A
- Price City Economic Development staff site visit to project. A
- Reimbursement Approval, date 11-26-19 A

DALE L. TERRY D.D.S.

5-91

1290 E 300 N  
PRICE, UT 84501  
PH. 435-637-1830

5909

97-7781/3243

DATE September 16, 2019



PAY TO THE ORDER OF GDM ELECTRIC \$ 1,790.60

One Thousand Seven Hundred Ninety and 60/100 DOLLARS



  
EASTERN UTAH COMMUNITY CREDIT UNION 675 East 100 North, Price, UT 84501  
(435) 637-2443 • (800) 700-2781

FOR Inv/2639

*Dale L. Terry, D.D.S.*

⑈005909⑈ ⑆324377817⑆7780 00011289⑈

# JOB INVOICE



1166 South Fairgrounds Road  
Price, Ut 84501

Thanks For Your Business

To: Dr. Terry

*PAID Full*  
*ck#5909*  
*Thank you*

INVOICE NUMBER	2639
INVOICE DATE	09/16/2019
TERMS	
CUSTOMER ID	2
PAGE NUMBER	Page 1 of 1
LABOR	\$360.00
MATERIALS	\$1,430.60
P.O.#	
OTHER	Due Up On Receipt
<b>TOTAL</b>	<b>\$1,790.60</b>

Removed old light fixtures an installed new LED flat panel fixtures

ID#	DESCRIPTION	QTY	PRICE EACH	EXTENDED PRICE
	4'X2' Led Flat panel Fixture	5	\$120.42	\$602.10
	2'X2' Led Flat Panel Fixture	10	\$82.85	\$828.50

DATE	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNT
9/16/2019	Gary	6.00	\$60.00	\$360.00

There will be a 2% interest charge on invoices over 30 days

**NO STATEMENT SENT - PLEASE PAY THIS AMOUNT ON RECEIPT**

**\$1,790.60**

# Price Utah

P. O. Box 893 Price, Utah 84501

DALE L. TERRY, DDS  
1290 EAST 300 NORTH  
PRICE UT 84501

## Price City Business License

2020  
COPY

**Type of Business:** DENTIST  
**Owner Name:** DALE L. TERRY, DDS  
**DBA:**  
**Location:** 1290 EAST 300 NORTH

**License No:** 668  
**Date Issued:** 11/01/2019  
**License Period:** 01/01/2020  
12/31/2020  
**Fee:** 100.00



**NOTICE:**  
THIS LICENSE MUST BE POSTED  
IN A CONSPICUOUS PLACE

The above named person or firm is hereby granted a license to do business as stated above in Price City, Utah, subject to provisions of the Business Licensing Code of Price City, 2007 and subsequent amendments relating to business license for the period indicated

City Treasurer, Shari Madrid

THIS LICENSE IS NON TRANSFERABLE  
PLEASE POST LICENSE IN A LOCATION VISIBLE TO THE PUBLIC

Account No: 3463  
 Business Activity: 5617  
 Fee: 150<sup>00</sup>  
 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			
<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
<b>Business Name (include DBA):</b> <u>Castle Country Athletics</u>			
If Name Change, list previous name: _____			
<b>Business Address:</b> <u>27 N 100W</u>		<b>Suite/Apt. No.:</b> _____	
<b>City:</b> <u>Price</u>	<b>State:</b> <u>UT</u>	<b>Zip Code:</b> <u>84501</u>	
<b>Business Telephone:</b> <u>(435) 630-0177</u>		<b>Business E-mail:</b> <u>mrssmith611@gmail.com</u>	
<b>Mailing Address (if different):</b> _____		<b>City:</b> _____	<b>State:</b> _____
<b>Property Owner's Name:</b> <u>David Jelin</u>		<b>Property Owner's Telephone:</b> ( _____ ) _____	
<b>Type of Organization:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
<b>Type of Business:</b> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
<b>Nature of Business:</b> <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
<b>Opening Date:</b> <u>Nov. 1</u> <b>Business Hours:</b> From <u>9am</u> To <u>9 PM</u> <u>(M T W T H F S)</u> SU <i>(please circle)</i>			
<b>Detailed Description of Business:</b> <u>Gymnastics, Wrestling, Karate, Athletics</u>			
<b>Commercial Square Feet:</b> <u>2200</u>	<b>No. of Arcade Games, Pool Tables, Etc.:</b> <u>None</u>	<b>No. of Vending Machines:</b> <u>None</u>	<b>No. of Mobile Home Spaces:</b> <u>None</u>
<b>No. of Rental Units:</b> <u>None</u>	<b>No. of RV Spaces:</b> <u>None</u>	<b>No. of Motel Rooms:</b> <u>None</u>	<b>No. of Beds:</b> <u>None</u>
<b>State Sales Tax I.D. No. (Include copy or proof of exemption):</b> _____		<b>Federal Tax I.D. No. (Include copy):</b> _____	
<b>State License No. (Include copy):</b> _____		<b>State License Type:</b> _____	
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b>			
<input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

Account No: 3460  
 Business Activity: 7221  
 Fee: 150  
 Copy to Recorder: 10-24-19  
 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			
<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
<b>Business Name (include DBA):</b> <u>Club Mecca Cafe "The Mecca LLC"</u>			
<b>If Name Change, list previous name:</b> _____			
<b>Business Address:</b> <u>75 W. Main</u>		<b>Suite/Apt. No.:</b> _____	
<b>City:</b> <u>Price</u>	<b>State:</b> <u>Ut.</u>	<b>Zip Code:</b> <u>84501</u>	
<b>Business Telephone:</b> ( ) _____	<b>Business E-mail:</b> <u>ideas71@hotmail.com</u>	<b>Business Fax:</b> _____	
<b>Mailing Address (if different):</b> _____		<b>City:</b> _____	<b>State:</b> _____
<b>Property Owner's Name:</b> _____		<b>Property Owner's Telephone:</b> _____	
<b>Type of Organization:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <small>(Include copy of name registration with the State of Utah)</small>			
<b>Type of Business:</b> <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
<b>Nature of Business:</b> <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
<b>Opening Date:</b> _____		<b>Business Hours:</b> From <u>11</u> To <u>10</u> <u>(M T W T F S)</u> <u>SU</u> (please circle)	
<b>Detailed Description of Business:</b> <u>Restaurant/Pub</u>			
<b>Commercial Square Feet:</b> <u>1543</u>	<b>No. of Arcade Games, Pool Tables, Etc.:</b> <u>0</u>	<b>No. of Vending Machines:</b> <u>0</u>	<b>No. of Mobile Home Spaces:</b> <u>0</u>
<b>No. of Rental Units:</b> _____	<b>No. of RV Spaces:</b> _____	<b>No. of Motel Rooms:</b> _____	<b>No. of Beds:</b> _____
<b>State Sales Tax I.D. No. (Include copy or proof of exemption):</b> _____		<b>Federal Tax I.D. No. (Include copy):</b> _____	
<b>State License No. (Include copy):</b> _____		<b>State License Type:</b> _____	
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b>			
<input checked="" type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

Account No: 3462  
 Business Activity: 6213  
 Fee: Reciprocal  
 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			
<b>Business Status:</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Lisa Brower/Enliven Within</u>			
If Name Change, list previous name: _____			
Business Address: <u>Healing arts Center</u> <u>540 N. 550 W. 790 N Cedar Hills</u>		Suite/Apt. No.: _____	
City: <u>#Price</u>	State: <u>UT</u>	Zip Code: _____	
Business Telephone: <u>( ) 650-7624</u>	Business E-mail: <u>bravebrd2017@gmail.com</u>	Business Fax: _____	
Mailing Address (if different): <u>Cinder D...</u>	City: _____	State: _____	Zip Code: _____
Property Owner's Name: _____		Property Owner's Telephone: ( ) _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: <input type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input checked="" type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>11-1-19</u> Business Hours: From _____ To _____ M T W TH F S SU (please circle)			
<b>Detailed Description of Business:</b> <u>Foot Zone Therapy - work on peoples feet.</u>			
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:	
<b>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.</b> Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. <b>Check all that apply.</b> <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Taxi Cab <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

Account No: 3461  
Business Activity: \_\_\_\_\_  
Fee: 350



### BEER LICENSE APPLICATION

Submit completed application (including attachments as necessary) and applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions, call the Business License Administrator (City Treasurer) at (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY.

Business Name: Club Mecca Cafe Telephone: 435 650-8299

Business Location: 75 W Main

Mailing Address: 2535 N. 2650 W. City: Helper State: UT Zip: 84501

Business Owner: Jana Olsen Telephone: ( )

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner's Birth Date \_\_\_\_\_ Owner's Driver's License # (Include state): \_\_\_\_\_ (Provide copy)

Property Owner (if leasing/renting): \_\_\_\_\_ Telephone: ( )

Property Owner's Address: \_\_\_\_\_

Type of Beer License:  
 Class A       Class B       Class C       Class D

Date business will begin: 10/26/2019

The respective fee must accompany the application. Fees are to be paid at the Price City Utilities Office located on the first floor of City Hall, 185 East Main.

I hereby agree to conduct the business described above in accordance with any and all applicable ordinances of Price City and Utah law. I hereby authorize Price City to conduct a background check with the Price City Police Department in connection with the foregoing application. I further hereby agree to permit any authorized representative of the Utah Alcoholic Beverage Control Commission, Price City, Price City Police Department, or Southeastern Utah District Health Department the unrestricted right to enter the premises.

Jana Olsen \_\_\_\_\_ 10/22/2019  
Signature of Business Owner or Agent      Date

Jana Olsen  
Please Print Name

Office Use Only

Application reviewed by Price City Police Department: By: [Signature]  
Comments: \_\_\_\_\_

Application reviewed by Price City Council at Council meeting of: \_\_\_\_\_  
Application:  Approved       Denied By: \_\_\_\_\_

# Price Utah

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

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

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

Travel Request: UAMPS Member Meeting November 19, 2019

Person: Bret Cammans

Date: November 19-20, 2019

Location: Salt Lake City, Utah

Purpose: Monthly Member and Committee Meetings

Cost:

Class	\$0
Travel	\$130 approximately
Lodging	\$240 approximately (1 Night)
Meals	\$ 19 other meals included
Total	\$389

UAMPS reimburses the costs of the trip as well as daily compensation.

UAMPS Monthly meeting.

Thank You  
Bret Cammans

**Public Works Director**  
MILES NELSON  
**City Engineer**  
RUSSELL SEELEY, P.E.  
**Streets & Fleet Supervisor**  
SCOTT OLSEN  
**Water & Sewer Supervisor**  
SAM WHITE  
**Building Inspection**  
TRENTON BENNETT



**Mayor**  
MICHAEL KOURIANOS  
**City Council**  
RICK DAVIS  
LAYNE MILLER  
TERRY WILLIS  
AMY KNOTT-JESPERSEN  
BOYD MARSING

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

### Travel Request

Name: Trenton Bennett Date: 10/28/19

Department: Public Works  
Topic/Event: UAPMO 2019 Training  
Sponsor or Agency:  
Destination: St George Ut.  
Out of town travel: Yes  
Over Night Stay: Yes  
Dates: Nov 19-22, 2019

Estimated Expenses

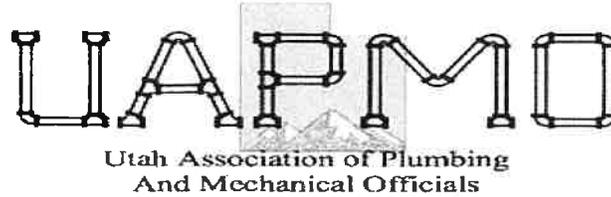
Travel Means: Personal Vehicle _____ Miles @ _____/mile	\$
Lodging: <u>3</u> nights @ \$ <u>105.58</u> Night	\$ <u>316.74</u>
Meals:	\$ <u>175.00</u>
Registration, Fees & Membership:	\$ <u>200.00</u>
Spouse:	\$ <u>0.00</u>
Total	\$ <u>691.74</u>

Requested by: Trenton Bennett Trenton Bennett 10/28/19  
Print Sign Date

Supervisor Review: [Signature]

Approval per City Council action, Date: \_\_\_\_\_

City Recorder: \_\_\_\_\_



# PRESENTS THE 2019 ANNUAL BUSINESS MEETING

**Topics include:** Vendor product updates, IECC code updates, HVAC Manual J & D overview, Type I and II kitchen hoods, and 2018 IPC/IMC updates

**Where:** **Hilton Garden INN Saint George, UT**

**When:** **Tuesday November 19<sup>th</sup> through Saturday November 23<sup>rd</sup>**

**UAPMO Members \$200.00 per person (includes partner) Plus 2019/2020 Dues (for one day registrations email troy.7johnson@gmail.com)**

**Class A Governmental is \$50.00**

**Class B Governmental is \$30.00**

**Class C Contractors are \$30.00**

- **Retired member \$100.00 per person (includes partner)**
- **Vendor booth fee \$300.00 – Includes all activities**

**To register for this class, or to become a member please visit [www.UAPMO.org](http://www.UAPMO.org), or RSVP – Troy Johnson, 435-770-3617 or [troy.7johnson@gmail.com](mailto:troy.7johnson@gmail.com) Checks payable to UAPMO, PO box 3747, Logan, UT 84323-3747 Questions – Contact Jason Frazier 801-569-5054 – [jasonf@wjordan.com](mailto:jasonf@wjordan.com) Kent Trussell 435-228-8936 – [ktrussell@summitcounty.org](mailto:ktrussell@summitcounty.org)**

*\*Partial funding has been provided by the Division of Occupational & Professional Licensing from the 1 % surcharge funds on all building permits.*

## Registration form

Name \_\_\_\_\_

Jurisdiction/company \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

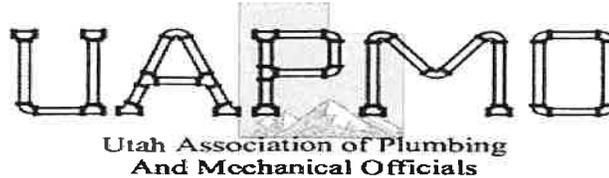
Email/phone number \_\_\_\_\_

Will a companion be attending?  YES  NO Companions Name \_\_\_\_\_

List the number of people that will be attending the banquet on Thursday? \_\_\_\_\_

Registration for the full conference will include a 12" Camp Chef Dutch Oven!





## ABM Schedule:

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### **Tuesday**

- 12:00 PM Sky Mountain Golf Course (Contact Jeremy Stettler for Tee Times @ [jstettler@dsdmail.net](mailto:jstettler@dsdmail.net) Golf Fees not included with registration)
- 6:00 PM Registration – Hospitality room
- 8:00 PM Board of Directors meeting

### **Wednesday**

- 7:30 AM Registration – Training room
- 8:00 AM Breakfast (Participants & Companion w/ coupon)
- 9:00 AM Guest speaker and industry updates/presentations
- 12:00 PM Lunch (on your own)
- 1:00 PM Type I and II commercial kitchen hood requirements – Tim Collings
- 5:30 PM Hospitality room – open

### **Thursday**

- 8:00 AM 2018 IPC updates – Tim Collings
- 12:00 PM Lunch (on your own)
- 1:00 PM 2018 IMC updates – Tim Collings
- 5:30 PM Hospitality room – open
- 7:00 PM Banquet (participants & companion)

### **Friday**

- 8:00 AM HVAC Manual J & D Overview – Brent Ursenbach
- 12:00 PM Lunch (on your own)
- 1:00 PM Energy Code updates – Brent Ursenbach (Grand Prize Giveaway)

### **Saturday**

- 8:00 AM Membership business meeting, board report, new business.