

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
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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 10/28/2020. 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 - Mayor Kourianos
5. PUBLIC COMMENT
6. PLANNING COMMISSION MEMBER APPOINTMENTS - Consideration and possible approval of (re)appointment of Jan Young, Judy Beacco and Todd Thorne to a 3-year term on the Price City Planning and Zoning Commission.

CONSENT AGENDA

7. MINUTES OF
 - a. October 14, 2020 City Council Workshop
 - b. October 14, 2020 City Council Meeting
8. COMMUNITY FACILITIES GRANT AGREEMENT - Consideration and possible approval of a grant agreement to purchase two police vehicles.
9. MEMORANDUM OF UNDERSTANDING FOR E.A.S.Y. DUI ENFORCEMENT - Consideration and possible approval of MOU.
10. PRICE CITY ART DISPLAY POLICY - Consideration and possible approval of the Price City Art Display Policy.
11. SUBCONTRACTOR AGREEMENT - Consideration and possible approval of a subcontractor agreement for CLG façade restoration between Price City and 41 W Apartments, Jess Brinkerhoff.
12. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Down Home Store at 116 E Main St., Impression Photography by Ash at 762 Molyneux Dr., Kaboom Baby at 733 N 800 E and Marmeez LLC at 470 College Ave.
13. 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.priccityutah.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

Jan Young

TO THE PRICE CITY PLANNING & ZONING COMMISSION

1-1-21 to 12-31-24

Price
Utah

Michael Kourianos

MICHAEL KOURIANOS, MAYOR

10-28-20

DATE

CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

Judy Beacca

TO THE PRICE CITY PLANNING & ZONING COMMISSION

1-1-21 to 12-31-24

Price
Utah

Michael Kourianos

MICHAEL KOURIANOS, MAYOR

10-28-20

DATE

CERTIFICATE OF APPOINTMENT

THIS CERTIFICATE CONFIRMS THE APPOINTMENT OF

Todd Thorne

TO THE PRICE CITY PLANNING & ZONING COMMISSION

1-1-21 to 12-31-24

Price
Utah

Michael Kourianos

MICHAEL KOURIANOS, MAYOR

10-28-20

DATE

Minutes of the Price City Council Workshop
City Hall, Conference Room 106
October 14, 2020 - 4:00 p.m.

Present:

Rick Davis, Mayor pro tempore

Councilmembers:

Amy Knott-Jespersen

Layne Miller

Terri Willis

Staff/Others: See Public Meeting Sign-In Sheet

Excused:

Mayor Kourianos and Councilmember Marsing

Items discussed:

1. Safety Seconds – Nick Tatton
2. Steve Acerson, Utah Rock Art Research Association
3. Carbon County Sheriff's Posse Grounds
4. Downtown Main Street update
5. Councilmember reports
6. Councilmember committee reports

Adjourned: 5:00 P.M.

APPROVED:

ATTEST:

Rick Davis, Mayor pro tempore

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
October 14, 2020 at 5:30 p.m.

Present:

Mayor pro tempore Davis
Councilmembers:
Amy Knott-Jespersen
Layne Miller
Terry Willis

Bret Cammans, IT & Customer Service Director
Sherrie Gordon, City Recorder
Lisa Richens, Finance Director
Brandon Sicilia, Police Chief
Nick Tatton, Community/Human Resources Director

Staff/Others: See Public Meeting Sign-In Sheet

Excused: Mayor Kourianos and Councilmember Marsing

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

1. Mayor pro tempore Davis called the regular meeting to order at 5:30 p.m. Pastor Andrew Lasslo with New Life Ministries offered a word.
2. Mayor pro tempore Davis led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Mayor Kourianos and Councilmember Marsing were excused.
4. SAFETY SECONDS – Councilmember Knott-Jespersen reminded citizens to replace batteries in smoke detectors.
5. PUBLIC COMMENT – No public comment was received on any item.
6. QUARTERLY SAFETY PRIZE DRAWING - Drawing for the quarterly workplace safety prize for Price City employees.

Mayor pro tempore Davis stated that a safety program is an awareness program. Nick Tatton reviewed the safety program. Councilmember Knott-Jespersen pulled the winning ticket. Mayor pro tempore Davis announced Kelly Maynes as the winner of the quarterly safety prize. Mayor pro tempore Davis thanked the City employees for their continued efforts to work safely

7. THE AMERICAN LEGION - Request for sponsorship for Veterans Day.

David Jelin, American Legion Commander, Price Post 3, District 5 Southeast Utah, addressed Mayor pro tempore Davis and Council. November 11th is Veterans Day. He stated that he had a reservation for Veteran's Day ceremony at the Peace Garden. He received a phone call from 'someone' at Price City stating his reservation was cancelled. The Price City employee making the phone call did not leave their name and did not give a reason why the reservation was cancelled. He emailed Mayor Kourianos regarding the reservation cancellation, conditions of the flags in Price City and included pictures. He then called the Mayor's office. He met with Mayor Kourianos and Councilmember Davis regarding the cancelled reservation and the Veteran's Day ceremony.

Commander Jelin also commented on the following:

- He officiated a ceremony at the Cliff View Cemetery last week. The flag at the cemetery is disgraceful. It needs to be retired and a new flag placed on the pole.
- He checked the flags that were flying on Columbus Day. Unfortunately, the flag mounted on the light pole in front of the Dough Boy was disgraceful. He took down the flag. He presented the tattered flag to Mayor pro tempore Davis and Council. Mayor pro tempore Davis had Commander Jelin hand the tattered flag to Bret Cammans to care for until Flag Day when the flags are properly retired.
- Commander Jelin offered flags to Price City to replace tattered flags. Mayor pro tempore Davis stated that the City has a flag budget and they would not need the offer and thanked him.

- Commander Jelin offered to keep watch over the flags and let Price City know when one(s) need to be replaced. Mayor pro tempore Davis stated that Price City would take care of the flags and thanked him for the offer.

Veteran Glen Neilson requested that flags line Main Street on Veterans Day.

Commander Jelin requested the following in honor of Veteran's Day:

- Reserve the Peace Garden on November 11, 2020 from 8:00 A.M. – 2:00 P.M.
- Police/safety escort for the Veterans' Walk starting at 10:00 A.M. The walk will be from 300 East to 100 East to the Peace Garden.
- Use of a podium, microphone and the mounted speaker system over the platform area.
- Parking area west of the museum to be used for two military vehicles and support vehicles.

MOTION. Councilmember Miller moved to approve the following requests:

- Reserve the Peace Garden on November 11, 2020 from 8:00 A.M. – 2:00 P.M.
- Police/safety escort for the Veterans' Walk starting at 10:00 A.M. The walk will be from 300 East to 100 East to the Peace Garden.
- Use of a podium, microphone and the mounted speaker system over the platform area.
- Parking area west of the museum to be used for two military vehicles and support vehicles.

Motion seconded by Councilmember Knott-Jespersen and carried.

Commander Jelin stated he has been in contact with the Health Department regarding COVID-19 restrictions. He insured Mayor pro tempore Davis and the Council that all precautions would be followed.

8. CARBON COUNTY SHERIFF'S POSSE GROUNDS - Discussion on property.

No representatives from the Carbon County Sheriff's Posse were in attendance. Due to the large crowd and the COVID-19 restrictions, some attendees were in the hall directly outside council chambers. The City Recorder went to the hall and asked if any posse members were in attendance. There were no representatives in the hall.

9. RESOLUTION NO. 2020-12 - Consideration and possible approval of a resolution amending Price Municipal Corporation job description for the position of Police Secretary.

Nick Tatton reviewed Resolution No. 2020-12.

MOTION. Councilmember Willis moved to approve Resolution No. 2020-12. Motion seconded by Councilmember Miller and carried.

10. PUBLIC HEARING - A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF PRICE CITY WATER & SEWER REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 FOR WATER AND SEWER SYSTEM IMPROVEMENTS, AND RELATED MATTERS.

MOTION. Councilmember Willis moved to open the public hearing at 6:04 p.m. Motion seconded by Councilmember Knott-Jespersen and carried.

No public comment was received.

Lisa Richens reviewed the information.

MOTION. Councilmember Miller moved to close the public hearing at 6:07 p.m. Motion seconded by Councilmember Willis and carried.

11. RESOLUTION NO. 2020-13 - FINAL BOND RESOLUTION - A RESOLUTION AUTHORIZING \$1,200,000 WATER AND SEWER REVENUE BONDS, SERIES 2020 TO FINANCE WATER AND SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AND RELATED MATTERS.

Lisa Richens reviewed the resolution.

MOTION. Councilmember Miller moved to approve Resolution No. 2020-13. Motion seconded by Councilmember Knott-Jespersen and carried.

CONSENT AGENDA – Councilmember Knott-Jespersen moved to approve consent agenda items 12 through 19. Motion Councilmember Willis and carried.

12. MINUTES
 - a. September 23, 2020 City Council Meeting
13. BUSINESS RECOVERY GRANT PROGRAM - Authorization to use a portion of CARES Act funds received from the Utah Governor's Office of Management and Budget for grants to eligible small businesses negatively impacted by the COVID-19 pandemic.
14. APPROVE COMMITTEE RECOMMENDATION - Consideration and possible approval of the Real Property Management Committee recommendation to not transfer ownership of real property from Price City to SEUALG.
15. CIB SUPPLEMENTAL FUNDING-CONTRACT AMENDMENT - 2019 STREET & WATER MAIN IMPROVEMENTS - Consideration and possible approval of contract amendment.
16. EQUIPMENT LEASE PURCHASE - Consideration and possible approval of an equipment lease purchase with Zions Bank for a 2021 International dump truck.
17. PUMP TRACK SPRINKLER SYSTEM BIDS - No bids were received. Staff has solicited a bid from Wards Landscaping and would like council consideration and possible approval to accept this bid.
18. CEMETERY DIRT/EQUIPMENT SHED - Consideration and possible approval to accept bids for a dirt/equipment shed to be located at the North East corner of the Price Cemetery.
19. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Aligned By Design Healing at 790 North Cedar Hills Drive, Puzzle Pediatrics, LLC at 230 N Hospital Dr., STE #3, and Ruben's BBQ at 392 Giraud Ave.
20. UNFINISHED BUSINESS – The City Recorder reviewed election information.

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

MOTION. Councilmember Willis moved to close the regular City Council meeting at 6:12 p.m.

The regular City Council meeting was adjourned at 6:12 p.m.

APPROVED:

ATTEST:

Rick Davis, Mayor pro tempore

Sherrie Gordon, City Recorder

United States Department of Agriculture
Rural Housing Service

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ Price City _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as _____ Police Vehicles _____ The principal amount of the grant is \$ _____ 49,500.00 (Grant Funds) which is _____ 46.9000 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ _____ 105,502.00 Grantee is able to finance and has committed \$ _____ 56,002.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

Police Vehicles

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 36,900.00 which it will advance to Grantee to meet not to exceed 54.90 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

Mayor Michael Kourianos

and attested with its corporate seal affixed (if applicable) by

Attest:

By

(Title)

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

RaKell Syddall

(Name)

Loan Specialist

(Title)

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

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B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

Mayor Michael Kourianos

and attested with its corporate seal affixed (if applicable) by

Attest:

By

(Title)

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

RaKell Syddall

(Name)

Loan Specialist

(Title)

MEMORANDUM OF AGREEMENT
between
UTAH DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY OFFICE
and
PRICE POLICE DEPARTMENT

This Memorandum of Agreement ("MOA") is entered into by and between the **Utah Department of Public Safety, Highway Safety Office ("DPS")**, and PRICE POLICE DEPARTMENT ("Agency"). DPS and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

AUTHORITY

A. Pursuant to 23 C.F.R. 1300.4, the Utah Highway Safety Office (UHSO) is authorized to manage federal grant funds and provide direction, information, and assistance to subrecipients concerning highway safety grants, procedures for participation, and development of projects. UHSO is authorized to establish projects to be funded within the state based on identified safety problems and priorities and provide direction, information and assistance to subrecipients concerning highway safety grants, procedures for participation and development of projects.

B. PRICE POLICE DEPARTMENT is authorized by the Utah Highway Safety Office to conduct High Visibility Enforcement activities.

BACKGROUND

The purpose of this agreement is to fulfill UHSO's mission by providing funding and guidance to local law enforcement for High Visibility Enforcement (HVE) activities. HVE is a proven law enforcement strategy that encourages behavioral changes by motorists to reduce the number of injuries and fatal crashes. This program receives federal funding through a National Highway Traffic Safety Administration (NHTSA) grant pursuant to 23 CFR Chapter III Part 1300 as well as through state funds. All funding is managed by the UHSO. UHSO uses a portion of this funding to reimburse law enforcement agencies for HVE overtime (OT) shifts. HVE activities include enforcement of laws or ordinances involving impaired or distracted driving, seat belts, crosswalks and pedestrians, and similar offenses.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

1. Funding: UHSO agrees to reimburse Agency for OT shifts worked with state and federal grant monies, described above. HVE shifts are 5-hour shifts compensated at time and a half plus fringe benefits.
2. Guidelines: Receiving OT compensation is subject to Agency compliance with program guidelines. (Attachment A)
3. Operational plans may be required for certain program areas such as, but not limited to, Crosswalk Enforcement and DUI checkpoints, in order to receive OT funding. (Attachment A)
4. Agency agrees to issue media and/or social media posts announcing enforcement efforts in the Agency's jurisdiction whenever applicable.
5. All activity reports will be submitted to UHSO within 21 days of the last day of the enforcement period. Failure to do so may result in UHSO denial of Agency's OT reimbursement and cancellation of the activity report.
6. Agency understands the reporting time period may be shorter during State and Federal year end closeouts.

GENERAL PROVISIONS

- a. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Code. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
- b. Costs. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this MOA, and for any financing of such costs.
- c. Effective Date and Term. This MOA shall take effect on October 1, 2020 and shall terminate on September 30, 2021. It shall be renewable yearly upon written agreement of the Parties.
- d. Amendments. This agreement may be amended, changed, modified, or altered only in writing which shall be approved by the authorized official of each party and in compliance with applicable law.
- e. Governing Law. This MOA shall be governed by the laws of the State of Utah both as to interpretation and performance.
- f. Entire Agreement. This MOA contains the entire agreement between the Parties and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.

- g. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this Memorandum of Agreement on the dates shown below.

UTAH HIGHWAY SAFETY OFFICE:

AGENCY: PRICE POLICE DEPARTMENT

By: Carrie Silcox
Carrie Silcox (Aug 26, 2020 11:09 MDT)
Carrie Silcox, Director

By: B. Sicilia
B. Sicilia (Oct 7, 2020 15:48 MDT)
Authorized Agent
Brandon Sicilia, Chief
Printed Name, Title

Dated: August 20, 2020

Dated: October 07, 2020

Approved as to Form and Legality:

ASSISTANT ATTORNEY GENERAL

By: [Signature]
[Signature] (Aug 26, 2020 11:17 MDT)
Assistant Attorney General

Dated: August 26, 2020, 2020

Utah Department of Public Safety, Highway Safety Office

DUI Overtime Enforcement Guidelines

Updated 07/1/2020

This document provides guidance to law enforcement on working DUI overtime enforcement shifts offered by the Utah Highway Safety Office. It is a working document and will be updated as laws change, new information becomes available, and impaired driving behaviors change. Please refer to it regularly.

Allowed Use:

- Overtime shifts are for 5 hours each. Additional hours will be paid if an officer goes past shift end processing a DUI arrest or something impaired driving related. If more than 5 hours are worked, the comments* section must be used to explain why.
- The target for DUI overtime enforcement are violations highly associated with impaired driving behaviors, i.e.: speed, failure to signal, improper turns, failure to maintain lane, etc. *The expectation is for officers to be **actively** looking for impaired drivers and **making contacts** with drivers consistently throughout the shift.* In cases where the number of contacts is low (six or less), the comments* section must be used to explain why, even if there is a DUI involved.
- Generally, DUI overtime shifts should be worked during periods when the most impaired driving related crashes and fatalities occur. **Shifts should be worked when and where the most alcohol or drug-related crashes are occurring in your areas.**
- If an officer gets called to work on a non-DUI related event/incident, lasting more than 30 minutes, while working a DUI overtime shift, they must end their shift and only submit for the time worked on DUI enforcement.
- DUI supervisory role overtime shifts should be used sparingly and only during approved DUI checkpoints, saturation patrols or blitzes.
- Ops plan required for DUI checkpoints to include problem ID, location, time, date, agencies involved etc.

Reporting:

- Stats must be filled out for each officer working a shift; if there are no stats, explain completely in the comments* section.
- All activity reports should be submitted to the UHSO within 21 days of the last day of the enforcement period, with the exception of State and Federal year end deadlines or the activity report may be cancelled and your agency might not be reimbursed.
- For DUI checkpoints, an OT stat form will be completed for each officer who works. The number of vehicles checked can be estimated, but the number must be recorded in the "vehicles stopped" box in GEARS for every officer working on the line.
- Overtime stat forms must be kept for 4 years per federal rules. It is recommended that they be stored electronically in GEARS as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.
- When completing the enforcement overtime report, make sure the employee Time Start and Time End match the number of hours being claimed.

**Comments should be very clear and describe what took place during the shift, written so that anyone reading them would understand what occurred, regardless if they are law enforcement or otherwise.*

**Utah Department of Public Safety
Highway Safety Office
Distracted Driving Overtime Enforcement Guidelines**

This document provides guidance to law enforcement on working distracted driving enforcement shifts offered by the Utah Highway Safety Office.

Please refer to guidelines before working enforcement shifts.

Guidelines:

- **Overtime Shifts** are 5-hour shifts and must be worked during the planned enforcement dates.
- **Time of Day:** Use discretion on time of day and location to ensure an adequate number of contacts. (2 per hour) Generally, shifts should be worked during periods when the most distracted driving accidents and fatalities occur, between 12:00 pm and 7:00 pm.
- **Educating the Public:** The purpose of these shifts is to educate the public of the dangers of distracted driving. If available, distracted driving educational cards will be given to the public during the traffic stop. If not available, officers will inform the public on stats or any pertinent information verbally.

Reporting:

- **Stats** must be filled out for each officer working a shift; if there are less than 2 contacts per hour, an explanation will be given in the comments section.
- **All Activity Reports** should be submitted to the UHSO within 30 days of enforcement period.
- **Overtime stat forms** must be kept for 4 years per federal rules. It is recommended that they are stored electronically in Gears as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.
- **When completing the enforcement overtime report**, ensure the employee Time Start and Time End match the number of hours being claimed.

**Utah Department of Public Safety
Highway Safety Office
Speed Enforcement Overtime Guidelines**

This document provides guidance to law enforcement on working speed enforcement shifts offered by the Utah Highway Safety Office.

Please refer to guidelines before working enforcement shifts.

Guidelines:

- **Overtime Shifts** are 5-hour shifts and must be worked during the planned enforcement dates.
- **Time of Day:** Use discretion on time of day and location to ensure an adequate number of contacts. (2 per hour).
- **Educating the Public:** The purpose of these shifts is to educate the public of the dangers of speeding. If available, educational cards will be given to the public during the traffic stop. If not available, officers will inform the public on stats or any pertinent information verbally.
- **Media:** Media announcements are encouraged if shifts are used as a saturation blitz.

Reporting:

- **Stats** must be filled out for each officer working a shift; if there are less than 2 contacts per hour, an explanation will be given in the comments section.
- **All Activity Reports** should be submitted to the UHSO within 30 days of enforcement period.
- **Overtime stat forms** must be kept for 4 years per federal rules. It is recommended that they are stored electronically in GEARS as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.
- **When completing the enforcement overtime report**, ensure the employee Time Start and Time End match the number of hours being claimed.

**UTAH DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY OFFICE
SEAT BELT ENFORCEMENT OVERTIME GUIDELINES**

This document provides guidance to law enforcement on working seat belt overtime enforcement shifts offered by the Utah Highway Safety Office. Please refer to guidelines before working enforcement shifts.

Guidelines:

- **Overtime shifts** are 5 hour shifts and must be worked during the designated Click It or Ticket enforcement dates.
- **Time of Day:** Unless specified, shifts can be worked day or night. Use discretion on time of day and location to ensure adequate amount of contacts can be made during enforcement shift. It is recommended to have a minimum of 2 contacts per hour.
- **Zero tolerance** for unrestrained motorists. Citations are highly encouraged for violators of Utah's primary seat belt law. No warning required. As of July 1, 2018, a previous warning is not required to issue a citation for a seat belt violation. This change allows a citation to be issued on a first violation, as well as subsequent violations.
- **Individual Violation Codes-** Three separate and distinct code violations are now included in the statute. Each distinguishes the violation type and is important to know and use for the specific violation observed. When there are multiple violations, a driver can only be issued one citation or warning. The only exception would be a passenger 16 years old or older can receive their own citation or warning for failure to wear a properly adjusted and fastened seat belt.
 - **41-6a-1803(1)(a)(i) FAILURE TO WEAR SEAT BELT OR PROPERLY ADJUST SAFETY BELT** (Driver or passenger 16 years old or older)
 - **41-6a-1803(1)(a)(ii) FAILURE TO PROVIDE CHILD RESTRAINT DEVICE FOR CHILD < 8 YEARS** (Child restraint for passenger under 8 – driver responsible) The fine waiver for completing an online course has been removed. The statute now provides a waiver for proof of purchase, acquisition, or rental of a child restraint device **ONLY** when the driver was cited for failure to secure a child less than 8 years old under subsection 41-6a-1803(a)(ii). A driver may only have the fine waived under this provision once, and not for subsequent violations. Issuing citations under the proper code of the statute is required to allow for proper enforcement.
 - **41-6a-1803(1)(a)(iii) FAILURE TO SECURE SEAT BELT FOR CHILD 8-16 YEARS** (Seat belt for passenger 8 years to 16 years – driver responsible)

Reporting:

- Stats must be filled out for each officer working a shift; if there are less than 2 contacts per hour, explain in comments section.
- All activity reports should be submitted to the UHSO within 30 days of enforcement period.
- Overtime stat forms must be kept for 4 years per federal rules. It is recommended that they be stored electronically in GEARS as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.
- When completing the enforcement overtime report, make sure the employee Time Start and Time End match the number of hours being claimed.

**UTAH DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY OFFICE PEDESTRIAN
ENFORCEMENT OVERTIME GUIDELINES**

This document provides guidance to law enforcement on working seat belt overtime enforcement shifts offered by the Utah Highway Safety Office. Please refer to guidelines before working enforcement shifts.

Guidelines

- **Overtime shifts:** Each shift is 5 hours (unless otherwise specified).
- **Time of Day:** Unless specified, shifts should be worked in the day. Use discretion on time of day and location to ensure an adequate amount of contacts can be made during enforcement shifts. It is recommended to have a minimum of 2 contacts per hour.
- **Citations v. Warnings:** The laws about pedestrian safety should be taken seriously. That being said, deciding between a citation and a warning should be made by the officer's discretion and how it will most effectively educate the individual.
- **Operation Plan:** An operation plan is required. This operation plan will be sent to the program manager before shifts are approved. Once the operation plan has been approved by the program manager, the shifts will be authorized.

Reporting:

- Stats must be filled out for each officer working a shift; if there are less than 2 contacts per hour, explain in the comments section.
- All activity reports should be submitted to the UHSO within 3 weeks of the enforcement period.
- Overtime stat forms must be kept for 4 years per federal rules. It is recommended that they are stored electronically in GEARS as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.
- When completing the enforcement overtime report, make sure the employee Time Start and Time End match the number of hours being claimed.

PRICE CITY ARTWORK POLICY

Price City is pleased to offer local artists and collectors the opportunity to display their work for the community's enjoyment. Exhibit space is open to individuals and organizations engaged in educational, cultural, intellectual, or charitable activities.

Exhibitions of Art at Price City promote cultural appreciation, increase visitation to city buildings and further Price City values by respecting the history, cultural values and aesthetic appreciation within our community. Public artwork will be accessible to the general public as well as to persons with special needs.

Price City welcomes artists of all disciplines to display their works. Exhibits will not be excluded because of the race or nationality or the social, political, or religious views of the artist.

GOALS OF ART EXHIBIT:

- Enhancing community appreciation of the arts.
- Presenting a variety of exhibitions by artists as well as exhibitions of an educational and/or historical significance.
- Providing opportunities for visitors to encounter original artwork and increase their visual literacy.
- Helping local and regional artists to expand their public exposure.

SALE OF ARTWORK:

Items may be available for sale. Price City will not participate in the sales transaction; all transactions will be conducted directly between the customer and the artist. Price City will maintain pricing information of pieces as well as contact information of artists, both of which will be provided to interested patrons upon request. The patron will contact the artist if interested in making a purchase.

CONDITIONS OF EXHIBITS:

- All exhibits must conform to the space restrictions of the display areas. Exhibits to be hung on the walls or display panels shall be done under the guidelines of Price City.
- Price City reserves the right to amend these regulations at any time.
- Price City is not responsible for any loss, theft, or damage that may occur while works are on exhibit. All who choose to exhibit will be required to sign a form releasing Price City from all such liability.
- Several artists can display at a time as long as space is available.
- Exhibit period is 2 months unless other arrangements have been made between the artist and Price City.
- Artist are able to change out their exhibit as they see fit.

EXCLUSION OF ART MAY BE BASED ON:

- Works with overtly pornographic, discriminatory, or violent messages may be barred from exhibit.
- Price City reserves the right to turn away any artwork that it deems inappropriate for younger viewers or offensive in subject matter.

REQUEST FOR REMOVAL OF ARTWORK:

Price City welcomes expressions of opinion concerning artwork displayed. Requests to remove materials will be considered within the context of the policies set forth in this document. Anyone who wishes to request that a specific item be reconsidered for inclusion in the collection of materials is asked to complete and sign the Request for Reconsideration Form, available at Price City. The questioned material will be reviewed, in its entirety, and once a decision has been made regarding the retention or removal of the material, a letter will be sent to the person, explaining the decision. If the person indicates dissatisfaction with the resolution, he/she may appeal to Price City Council. The council will reconsider the decision based on whether or not the particular title conforms to the Art Policy, as outlined above.

Exhibit Release

Price City welcomes exhibits and displays of interest, information and enlightenment to the community. Displays of handiwork, historical material, nature study, or any other material deemed of general interest may be exhibited. Price City assumes no responsibility for the preservation or protection, and no liability for possible damage or theft of any item exhibited. All items placed in any Price City building are there at the owner's risk. The exhibitor must sign the release form and hand in a listing of all items to be shown, before any item can be exhibited. Exhibitor should have item insured for the value of the artwork—Price City's insurance will not cover loss, damage, or destruction of the item.

I, the undersigned, am the owner of, and hereby lend the following work of art or other material to Price City for exhibit. In consideration of the privilege of exhibiting this artwork at Price City, I hereby release Price City from responsibility for loss, damage, or destruction while it is in Price City's possession.

Location of display (including building): Description of display item or attach description of artwork:

Title: _____

Size: _____

Media: _____

Signature: _____ Date: _____

Address: _____

Telephone: _____

Email: _____

REQUEST FOR RECONSIDERATION FORM

Please complete the following questions. You may use the back of the page if needed. Please note that an anonymous request for consideration will not be processed.

Request initiated by: _____

Address: _____

Telephone# _____

Exhibit or piece or artwork: _____

Artist: _____

Description of artwork: _____

Why do you object to this artwork? _____

Why do you feel this artwork goes against the Price City Artwork Policy? _____

Signature: _____

**AGREEMENT BETWEEN PRICE CITY AND THE 41 W MAIN APARTMENTS
REGARDING A CERTIFIED LOCAL GOVERNMENT (CLG) GRANT PROJECT**

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Price Municipal Corporation, a municipal corporation of the State of Utah, hereinafter referred to as “City”, and 41 W Apartments, 41 W Main Street, Price, Utah 84501, hereinafter referred to as “Apartments”.

WITNESSETH:

WHEREAS, Apartments owns a building known as the 41 W Apartments located at 41 West Main Street in Price and is currently operated as a vacant building; and

WHEREAS, City and Apartments are desirous to improve Apartments finding that Apartments is currently actively investing and supports the (re)development of the Price City downtown area; and

WHEREAS, certain grants of funding are available through the State of Utah to assist local governments in preserving historic buildings; and

WHEREAS, City is desirous of facilitating the preservation of historic buildings and is willing to enter into an agreement with the State of Utah Division of State History, hereinafter referred to as the “CLG Agreement”; and

WHEREAS, City desires to subcontract with Apartments to perform said project as outlined in Exhibit 1, Scope of Work, attached herewith and by this reference made a part hereof, and:

WHEREAS, Apartments desires to perform the project for City as outlined in the Scope of Work, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Apartments agrees to abide by all of the terms and conditions and perform all of the responsibilities and obligations of the CLG Agreement, a copy of which is incorporated herein as Exhibit 2 and by this reference is made a part hereof. Apartments further agrees to abide by all City policies and procedures, including, but not limited to, purchasing policy, payment policy and project documentation and administrative procedures.
 - a. The CLG Grant application shall be prepared by Apartments under the direction and upon the approval of City.
 - b. Administrative requirements outlined in the CLG grant approval and City policy shall be completed by Apartments under the direction of City. Examples of such requirements, include, but may not be limited to: scope of work preparation; bid

packet preparation; project management; contractor management; lien waiver obtainment; project documentation; final project walk through and close out.

2. City hereby agrees to pay to Apartments and/or its contractors such funds as it may receive, and shall make available all rights, privileges and responsibilities City may have under the CLG Agreement, subject to Apartment full performance of the terms and conditions hereof.
 - a. Apartments shall place on deposit with City all required cash matching funds contemplated in the CLG Agreement within ten (10) days of approval of the CLG Agreement and Grant by the State of Utah and prior to issuance of a contractor notice to proceed and commencement of any work planned under the Scope of Work.
3. Apartments shall provide the services set forth in Exhibit 1, and in doing so shall, in addition to the requirements of Paragraph 1, above, perform according to the provisions established by City, if any.
4. Apartments acknowledges that City, as a condition of receiving a CLG grant under the CLG Agreement, has agreed to hold the State of Utah harmless from such claims, damages, loss or injury as the state may suffer in the event City fails to comply with the terms of the CLG Agreement. Recognizing that default by Apartments in performance of the terms and conditions of this Agreement may result in default by City in its obligations to State of Utah under the CLG Agreement, Apartments hereby agrees to indemnify and hold City harmless from any and all such claims, damages, loss, or injury as City may suffer as a result of Apartment's failure to comply with the terms and conditions of this Agreement.
5. Time is of the essence of this Agreement.
6. If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees.
7. The City, its officers and employees shall not be liable or responsible for any accident, loss or damage happening to the work or improvements specified in this Agreement unless the same was caused by the negligence or misconduct of the City or its officers and employees; nor shall the City, nor any of its officers or employees be liable for any injury to persons or property by reason of said work or improvements unless the same was caused by the negligence or misconduct of the City or its officers and employees; all said liabilities shall be assumed by the Apartments, prior to the completion and acceptance of the same by the City.
8. Apartments hereby agrees to indemnify, protect and hold City harmless from and against any and all claims, demands, causes of action, costs or liabilities, in law or in equity, of every kind or nature whatsoever directly or proximately resulting from the operations of Apartments in carrying out the terms and provisions of this Agreement, including, but not limited to, demands for damages to property and injury or death of persons, including payments under Workers Compensation laws of the State of Utah or under any plan of employee disability and for any death benefits which may arise out of Apartments operation, presence, or use of equipment in the performance of the services designated herein.

- a. City shall require construction labor and material lien waivers to be completed, as applicable, prior to release of any funds received by City associated with the CLG Agreement to Apartments or Apartments Contractor(s). In addition, Apartments hereby specifically indemnifies City against any and all claims by Apartments agents or other construction companies hired by Apartments or City to provide labor and materials concerning the Scope of Work.
9. Apartments shall carry adequate insurance on itself as insured, and City as an additional insured, to protect itself and City from any and all claims, demands, actions, judgments, costs, expenses, and liabilities, of every kind and nature which may arise or result directly or indirectly from or by reasons of such loss, injury, or damages as set forth above. Apartments shall maintain at its own expense, during the term of this Agreement, the following types of insurance and minimum coverage limits and shall provide certificates to City verifying such coverage as follows:

<u>Insurance Coverage</u>	<u>Minimum Coverage Limits</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000 each occurrence
General Liability (bodily injury and property damage combined)	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability (bodily injury and property damage combined)	\$1,000,000 each occurrence \$1,000,000 aggregate

Apartments shall also maintain such environmental liability insurance as may be required by applicable local, state, and federal laws, rules and regulations.

All insurance certificates shall provide for at least thirty (30) days notice from insurer to City before coverage is canceled or materially changed.

All insurance certificates shall identify City as an additional insured.

10. This Agreement may be terminated by either party by giving the other party thirty (30) days written notice. In the event of termination, Apartments shall be paid for all work completed through the date of termination with CLG funds received by City for the Scope of Work pursuant to the conditions represented in this agreement. City shall not pay Apartments any amounts in excess of those deposited with City by Apartments or received under the terms of the CLG Agreement by City from the State of Utah.
11. **Waiver, alteration, modification.** No waiver or modification of this Agreement, or any portion thereof, shall be valid unless it follows the requirements of this section. As such, this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by the parties hereto.
12. **Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

13. **Attorney fees:** The prevailing party in any legal proceeding related to this Agreement is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.
14. **Severability:** The provisions of this Agreement are severable. In the event any of them are held invalid by any Court, this Agreement shall be interpreted as if such invalid provisions were not contained herein.
15. **Copies:** Copies of this Agreement are validly binding. If the original of this Agreement cannot be found, any copy of this Agreement shall be considered the original and shall be binding as such.
16. **Complete Agreement:** This Agreement, along with the operational implementation, 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 Agreement.

WHEREFORE, the parties have signed this Agreement the day and year first above written.

PRICE CITY

By: _____
Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

APARTMENTS

By: _____
Jess Brinkerhoff, Owner

EXHIBIT 1
SCOPE OF WORK FOR PROJECT

Complete façade renovation at 41 W Main Street, Price, UT 84501 including, but not limited to, overall façade restoration, multiple window replacements, (re)painting, signage repair and restoration, glass renovation, canopy installation and brick restoration.

EXHIBIT 2
COPY OF CLG AGREEMENT

Account No: 3482
 Business Activity: 453
 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.

Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Down Nome Store</u>			
If Name Change, list previous name:			
Business Address: <u>1163 E. Main #1</u> <u>~~29 East Main~~ Price, UT 84501</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 749-2099</u>		Business E-mail: <u>debbie.m@etv.net</u>	
Business Fax:			
Mailing Address (if different): <u>PO Box 232 Chris</u>		City: <u>Ferron</u>	State: <u>UT</u>
Zip Code: <u>84523</u>			
Property Owner's Name: <u>David Platt</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: _____ Business Hours: From <u>11:30 AM</u> To <u>6 PM</u> <u>(M T W T F S S U)</u> (please circle)			
Detailed Description of Business: <u>Apparel, Gifts, Home Decor</u> <u>Hand crafted items, Candy</u> <u>cards</u> <u>Business Hrs</u> <u>M-Fri 11-7 PM</u> <u>Sat 11am-4 PM</u>			
Commercial Square Feet: <u>300 1800</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): <u>N/A</u>	
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: 3520
 Business Activity: 711
 Fee: 150.00
 Copy to Recorder: 10-22-2220
 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>Impression Photography by Ash</u>				
If Name Change, list previous name: _____				
Business Address: <u>762 Molyneux Dr.</u>			Suite/Apt. No.: _____	
City: <u>Price</u>		State: <u>UTAH</u>		Zip Code: <u>84501</u>
Business Telephone: <u>(435) 201-2489</u>		Business E-mail: <u>ashfreebailey@outlook.com</u>		Business Fax: _____
Mailing Address (if different): _____		City: _____		State: _____
Zip Code: _____		Property Owner's Name: <u>Bridge Reality (rental)</u>		
Property Owner's Telephone: _____				
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>July 25, 2020</u> Business Hours: From <u>6:00</u> To <u>8:00</u> M T W T H <u>ES</u> S U <i>(please circle)</i> pm pm				
Detailed Description of Business: <u>I take pictures, edit them, and return them to families.</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: _____		No. of Motel Rooms: _____
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>✓</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
☐ Pawnbroker		☐ Sexually Oriented Business		☐ Taxi Cab

Account No: 3518
Business Activity: 454
Fee: 350.00
Copy to Recorder: 10-13-2020
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>Krboom Baby</u>			
If Name Change, list previous name: <u>N/A</u>			
Business Address: <u>733 N 800 E</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(970) 640-7073</u>	Business E-mail:	Business Fax: <u>N/A</u>	
Mailing Address (if different): <u>733 N 800 E</u>	City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Property Owner's Name: <u>Joseph Hallis</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>June 24, 2020</u> Business Hours: From _____ To _____ M T W T H F S S U (please circle) <u>29</u> + Dec 29 - Dec 31			
Detailed Description of Business: <u>Firework stand</u>			
Commercial Square Feet:	No. of Arcade Games, Pool Tables, Etc.: <u>N/A</u>	No. of Vending Machines: <u>N/A</u>	No. of Mobile Home Spaces: <u>N/A</u>
No. of Rental Units:	No. of RV Spaces: <u>N/A</u>	No. of Motel Rooms: <u>N/A</u>	No. of Beds: <u>N/A</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>12</u>		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: 3519
 Business Activity: 454
 Fee: 150.00
 Copy to Recorder: 10-20-2020
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

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Business Information			
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change			
Business Name (include DBA): <u>Marmeez LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>470 College Ave.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-6085</u>		Business E-mail: <u>marmeez.2020@gmail.com</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____
Zip Code: _____		Zip Code: _____	
Property Owner's Name: <u>Fernae Morley</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 <u>ecommerce/online</u> ☒			
Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other			
Opening Date: <u>10/21/20</u> Business Hours: From <u>8:00</u> To <u>5:00</u> <u>M T W T F S S U</u> (please circle)			
Detailed Description of Business: <u>Marmeez LLC is an online ecommerce business. We sell home decor items online.</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: _____	
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	
☐ Pawnbroker		☐ Sexually Oriented Business	
☐ Amusement Center		☐ Taxi Cab	