

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 11/24/2020. 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 - Councilmember Knott-Jespersen
5. PUBLIC COMMENT
6. ORDINANCE 2020-002 - Consideration and possible approval to adopt the City Council 2021 meeting schedule.
7. ORDINANCE 2020-003 - Consideration and possible approval to adopt the Planning and Zoning Commission 2021 meeting schedule.
8. RESOLUTION NO. 2020-14 - Consideration and possible approval of a Resolution Amending Price Municipal Corporation Job Description for the Position of Grounds Manager.
9. RESOLUTION NO. 2020-15 - Consideration and possible approval of a Resolution Amending Price Municipal Corporation Job Description for the Position of Public Utilities Supervisor.
10. RESOLUTION NO. 2020-16 - A RESOLUTION AUTHORIZING THE STEEL SOLAR PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

CONSENT AGENDA

11. MINUTES
 - a. November 10, 2020 City Council Workshop
 - b. November 10, 2020 City Council Meeting
12. 2021 NOTICE OF ANNUAL BOARD/COMMITTEE MEETING SCHEDULE - Consideration and possible approval of the 2021 meeting schedule for the Library Board, International Days Committee, Progress Committee, and Price River Water Resources Committee.
13. CAREER LADDER - Consideration and possible approval of a career ladder promotion for Charlie Westbrook from Equipment Operator III to Senior Equipment Operator.
14. CARES ACT BUSINESS GRANT APPROVALS - Consideration and possible approval of CARES Act business grants to qualified Price City businesses that made application for grant funds.
15. PAID UP OIL, GAS & MINERAL LEASE - Consideration and possible approval of a mineral lease between Price City and Costal Plains Energy.
16. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Desert Thunder Foundation at 20 N Carbon, Filter Service & Testing Corp/FST Filtration at 565 S 300 W

and Yoga Enchantment at 39 W 300 S, Orangeville, 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.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

ORDINANCE NO. 2020-002

AN ORDINANCE OF PRICE CITY, UTAH
ADOPTING THE CITY COUNCIL MEETING SCHEDULE
FOR THE CALENDAR YEAR OF 2021

WHEREAS the Price City Council is to adopt its regular meeting schedule by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the City Council meeting schedule for the calendar year of 2021 shall be as follows:

The City Council shall meet on the second and fourth Wednesdays of each month, at 5:30 p.m. at 185 E. Main, Price, Utah (except as noted*).	The City Council shall meet on the second Wednesday of each month, at 4:00 p.m. at 185 E. Main, Price, Utah (except as noted*)
January 13, 27	January 13
February 10, 24	February 10
March 10, 24	March 10
April 14, 28	April 14
May 12, 26	May 12
June 9, 23	June 9
July 14, 28	July 14
August 11, 25	August 11
September 8, 22	September 8
October 13, 27	October 13
November 10, *23	November 10
December 8	December 8

Effective Date: This ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH,
ON THE 24TH DAY OF NOVEMBER, 2020, BY UNANIMOUS VOTE.**

APPROVED

Michael Kourianos, Mayor

ATTEST

Sherrie Gordon, City Recorder

ORDINANCE NO. 2020-003

AN ORDINANCE OF PRICE CITY, UTAH
ADOPTING THE PLANNING AND ZONING COMMISSION MEETING SCHEDULE
FOR THE CALENDAR YEAR OF 2021

WHEREAS the Price City Council is to adopt the regular meeting schedule for the Planning and Zoning Commission by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Price City Council that the Planning and Zoning Commission meeting schedule for the calendar year of 2021 shall be as follows:

The Planning and Zoning Commission meets on the second and fourth Mondays at 5:00 p.m. at 185 E. Main, Price, Utah. (except as noted*)

January 11, 25
February 8, 22
March 8, 22
April 12, 26
May 10, 24
June *7, 21
July 12, 26
August 9, 23
September *7, 20
October *12, 25
November 8, 22
December *6

Effective Date: This ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED BY THE PRICE CITY COUNCIL, STATE OF UTAH,
ON THE 24TH DAY OF NOVEMBER, 2020, BY UNANIMOUS VOTE.**

APPROVED

Michael Kourianos, Mayor

ATTEST

Sherrie Gordon, City Recorder

RESOLUTION NO. _____

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

1. GROUNDS MANAGER

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

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

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

Section 1. Amendment of Job Descriptions

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

Section 2. Adoption of Job Descriptions

A. The text of the attached Exhibit A is hereby adopted as the job description for the position of Grounds Manager.

Section 3. Severability

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

Section 4. Repealer

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

Section 5. Effective Date

This resolution shall become effective on the _____ day of _____ 2020.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2020.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT A
JOB DESCRIPTION FOR GROUNDS MANAGER

CITY OF PRICE
JOB SPECIFICATION

TITLE: Grounds Manager
DIVISION: Parks/Cemetery
DEPT: Customer Services

GRADE NUMBER: 17
CLASSIFICATION: Salary, non-exempt
EFFECTIVE DATE: December 1, 2020

GENERAL PURPOSE

Performs administrative, planning and technical duties related to the development, operation and maintenance of City grounds, parks, baseball fields, cemetery and other public property within the City that is landscaped and/or has an outdoor recreational use. This includes recreation management, budgeting, purchasing, public relations, staff supervision, scheduling, training, safety, equipment maintenance and repair, chemical use, sprinkler systems, landscaping, tree trimming, geographic information systems, capital improvement planning, construction, project management and inspection and weed abatement.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Director, Public Works

SUPERVISION EXERCISED

Provides supervision to Price City Grounds clerical, laborers and maintenance personnel. This includes full and part-time regular employees, seasonal, temporary and community service employees.

EXAMPLE OF DUTIES

Maintains all areas around City facilities, parks, cemetery and related recreation facilities. This includes parks, pavilions, playgrounds, picnic sites, fences, trails, canal, ditches, parking lots, security, lighting, landscaping, tree care, lawn mowing, application of herbicides and pesticides and sprinkler systems. Recreation activities include tennis, horse shoes, basketball, volleyball, baseball, skate boarding, fitness, bicycling, hiking, and other related activities.

Works with individuals, families and other responsible groups in setting up reservations for the use of certain parks and recreational facilities.

Organizes and implements a weed abatement program throughout the City.

Plans and organizes daily work tasks for Price City grounds staff. Monitors performance, signs time cards and completes periodic evaluations of employees. Participates in hiring, recognition, discipline and dismissal of employees. Identifies and recognizes outstanding performance of employees. Attends staff and other City meetings. Participates in training and workshops.

Maintains records of inspections, required work, inventory, labor, equipment, fuel, repairs, time and associated expenses and costs.

Prepares and recommends a yearly budget to the City Council. Forecasts capital expenditures and improvements for the grounds at City facilities, parks, cemeteries and outdoor recreational sites. Uses geographic information systems to manage parks and recreation facilities and activities.

Manages changes and new development in parks, cemeteries and outdoor recreation sites to include project scheduling, design, construction, budgeting and inspection. Works cooperatively with other departments within the City to coordinate projects and provide assistance in an effort to provide optimal benefits to Price City and citizens. Implements water conservation measures. Participates in community service programs.

Develops a suitable balance between administrative duties and working in the field.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- a. Graduation from high school or GED

AND

- b. Four (4) years experience in the management of parks and outdoor recreational facilities, including the development, planting and up-keep of grass, flowers and trees.

AND

- c. Three (3) years supervisory experience

OR

- d. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

Knowledge of parks and recreation planning, management, operation, and maintenance, including landscape planning and methods to plant and care for lawn, trees, flowers, and shrubbery. Knowledge of fertilizers, herbicides, pesticides and other landscape natural or chemical treatment.

Knowledge of cemetery operation and grounds care

Knowledge and experience in construction practices and heavy equipment operation.

Public relations and diplomacy skills. Ability to develop and maintain effective working relationships with elected officials, staff, and general public.

Knowledge of safety and emergency management processes and requirements.

Ability to plan and direct the work of a department and other workers, including the knowledge and ability to budget, control costs and manage employee performance individually and in groups.

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

3. Special Qualifications

Must possess or be able to obtain a valid Utah State Drivers License.

PHYSICAL DEMANDS

- While performing the duties of this job, the employee is frequently required to stand, walk, kneel, climb, balance, stoop, bend, twist, turn and to physically maneuver over and/or upon varying terrain, surfaces or physical structures.
- Essential duties require the ability to operate motor vehicles, including light trucks or automobiles and equipment such as a mini-excavator.
- The employee must be able to lift, carry, move and push tools, equipment and supplies weighing up to 100 pounds.
- While performing duties of this job, the employee may be exposed to wet, dry, dirty, and unpleasant conditions.
- Specific sensory requirements include close, distance and peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel: reach with arms and hands: speak, hear, and smell.
- The employee must be able to work inside and outside in all kinds of weather conditions and temperatures.
- Frequent exposure to stressful situations as a result of human behavior and conflict.
- Some evening and weekend work required.
- Exposure to natural, operational, traffic and hazards.

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

RESOLUTION NO. _____

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

1. PUBLIC UTILITIES SUPERVISOR

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

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

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

Section 1. Amendment of Job Descriptions

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

Section 2. Adoption of Job Descriptions

- A. The text of the attached **Exhibit A** is hereby adopted as the job description for the position of Public Utilities Supervisor.

Section 3. Severability

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

Section 4. Repealer

The provisions of any other resolutions in conflict herewith are hereby repealed including the previous job descriptions for Public Utilities Supervisor.

Section 5. Effective Date

This resolution shall become effective on the _____ day of _____ 2020.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2020.

PRICE MUNICIPAL CORPORATION

Michael Kourianos, Mayor

Attest:

Sherrie Gordon, City Recorder

EXHIBIT A
JOB DESCRIPTION FOR PUBLIC UTILITIES SUPERVISOR

**CITY OF PRICE
JOB SPECIFICATION**

TITLE:	Public Utilities Supervisor	GRADE NUMBER: 17
DIVISION:	Public Utilities W & S	CLASSIFICATION : Non-Exempt
DEPARTMENT:	Public Works	EFFECTIVE DATE: December 1, 2020

GENERAL PURPOSE

Performs as Public Utilities Supervisor in the management of water and sewer systems. Responsibilities include tasks related to supervision, administrations, planning supply, and distribution, service connections, asset management, and emergency preparation.

SUPERVISION RECEIVED

Works under the supervision of the Public Works Director.

SUPERVISION EXERCISED

Provides supervision and direction to departmental personnel through the maintenance manager and water treatment plant manager.

EXAMPLES OF DUTIES

Provides administration of the water and sewer department including all phases of operations. Plans, coordinates, supervises and evaluates department operations. Coordinates with all department supervisors for related planning and work. Represents the city at various meetings and functions as assigned.

Prepares priorities for operations, maintenance, various projects, and emergencies. Plans and coordinates water and sewer start-ups and shut-downs. Administers the distribution of manpower resources for managers and work crews. Develops and implements new programs and department procedures.

Supervises and coordinates the preparation and presentation of the department budget. Works with Public Works Director and Finance Director to determine project priorities, alternatives, and needs. Monitors fiscal activity withing established budge guidelines, authorizes purchases, and payment of bills.

Coordinates closely with engineering, building-zoning, and related departments for new developments, sub-divisions, construction, and site reviews. Evaluates water and sewer availability, and compliance with federal, state, and local codes and standards. Provides recommendations for water and sewer expansions. Supervises contracted services. Works with water supply and sewage collection systems.

Participates in planning, budgeting, design, construction, repair, replacement, operation and maintenance of the water and sewer system, including improvements.

SPECIALIZED DUTIES

Coordinates with the Finance Department regarding work orders for customer needs and billing purposes.

Assigns personnel and equipment; Trains personnel in various procedures and operation; Evaluates performance; Assists with performance evaluations.

MINIMUM QUALIFICATIONS

1. Education and Experience:
 - A. Graduation from high school or have GED certification.

- B. Six (6) years of active experience in plumbing, pipefitting, construction work
- C. Three (3) years of experience as a supervisor, lead worker, or similar position.

OR

- D. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Maintain good working relationships with supervisors, department employees, city staff, and general public.

Ability to work shift work, be on 24 hour on-call, and respond to 24-hour call-out for water and sewer utility emergencies.

Comply with City's personnel, policies and procedures. Emergency preparation and procedures.

Knowledge of record-keeping methods and principals of management.

3. Special Qualifications:

Valid Utah driver license or ability to obtain CDL license (if needed).

State of Utah water certifications as required.

PHYSICAL DEMANDS

- While performing the duties of this job, the employee is frequently required to stand, walk, kneel, climb, balance, stoop, bend, twist, turn and to physically maneuver over and/or upon varying terrain, surfaces or physical structures.
- Essential duties require the ability to operate motor vehicles, including light trucks or automobiles and equipment such as a mini-excavator.
- The employee must be able to lift, carry, move and push tools, equipment and supplies weighing up to 100 pounds.
- While performing duties of this job, the employee may be exposed to wet, dry, dirty, and unpleasant conditions.
- Specific sensory requirements include close, distance and peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel: reach with arms and hands: speak, hear, and smell.
- The employee must be able to work inside and outside in all kinds of weather conditions and temperatures.
- Frequent exposure to stressful situations as a result of human behavior and conflict.
- Some evening and weekend work required.
- Exposure to natural, operational, traffic and hazards.

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



Steel Solar Resource Talking Points for UAMPS Participants' Governing Bodies

What is the resource? The Steel Solar Resource will be a 40 MW solar photovoltaic generation facility to be located on Box Elder county in northern Utah. The facility is scheduled to become operational in December 2022.

How is UAMPS contracting for the resource? UAMPS is entering into a power purchase agreement with Steel Solar, LLC on behalf of UAMPS members electing to participate in this project. UAMPS is utilizing the Master Firm Supply Agreement with a specific transaction schedule for the Steel Solar Resource as the agreement with its members participating in this project.

What is the term of the arrangement? The PPA between Steel Solar, LLC and UAMPS provides for the delivery of solar energy for twenty-five years once the project comes online (December 2022).

What is the developer's experience? D. E. Shaw Renewable Investment (DESRI) has more than 350 MW of solar under construction in Utah

What happens if the project does not come online as expected? Steel Solar, LLC will provide development security to protect UAMPS from delays in the projecting coming online or the failure of the project to ultimately become operational.

What is the pricing? The price is competitive (\$31.45/MWh) with other solar projects of the same size and includes both energy and renewable energy credits (RECs).

Note: D.E. Shaw has requested that the pricing be discussed verbally only since they are current in negotiations for the remainder 40 MW of the project at different price.

What other benefit is provided to the UAMPS participating members? Included in the PPA is a Scholarship Program that begins upon commercial operation date (2022) consisting of \$10,000 per year for the Contract Term for high school seniors from UAMPS member communities going to two or four year colleges (must be express interest in renewable energy development in Utah).

**STEEL SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Price City

ENTITLEMENT SHARE: 8.75%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel Solar Resource (the “PPA”) was approved on November 4, 2020. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions within 90 days of executing the Power Purchase Agreement. The Scheduled Commercial Operation Date (“COD”) is December 31, 2022. The COD may not occur earlier than October 1, 2022 but not later than June 30, 2023.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 3,500 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE: \$31.45 per MWH

**OTHER
PROVISIONS:**

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Steel Solar Resource. The Steel Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the PPA, UAMPS has the ability to buy the Steel Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel Solar Resource.

Step-Up Obligation:

- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
- (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

(7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2020.

PRICE CITY

By:_____

Title:_____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By:_____

Title:_____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

RESOLUTION NO. __2020-16__

A RESOLUTION AUTHORIZING THE STEEL SOLAR PROJECT TRANSACTION
SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Price City (the “*Member*”) owns and operates a utility system for the provision of electric energy to its residents and others (the “*System*”) and is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “*Joint Action Agreement*”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar Project, a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Steel Solar LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar Transaction Schedule (“*Transaction Schedule*”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Steel Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. *Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2020.

PRICE CITY

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL].

EXHIBIT A
STEEL SOLAR TRANSACTION SCHEDULE

Minutes of the Price City Council Workshop
ZOOM Virtual Meeting
City Hall, Conference Room 106
November 10, 2020 - 4:00 p.m.

Present:

Michael Kourianos, Mayor

Councilmembers:

Rick Davis via ZOOM Virtual Meeting

Amy Knott-Jespersen via ZOOM Virtual Meeting

Boyd Marsing via ZOOM Virtual Meeting

Layne Miller via ZOOM Virtual Meeting

Terri Willis via ZOOM Virtual Meeting

Staff: Sherrie Gordon and Nick Tatton

Others: See Public Meeting Sign-In Sheet and City Council Workshop Virtual Attendance Sheet

Items discussed:

1. Safety Seconds
2. Main Street Pilot Project Update
3. Travelstorys
4. Councilmember reports
5. Councilmember committee reports

Adjourned: 5:03 P.M.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
ZOOM Virtual Meeting
City Hall
Price, Utah
November 10, 2020, at 5:30 p.m.

Present:

Mayor Kourianos	Sherrie Gordon, City Recorder
Councilmembers:	Nick Tatton, Community/Human Resources Director
Rick Davis	
Amy Knott-Jespersen	
Boyd Marsing ZOOM Virtual Meeting	
Layne Miller ZOOM Virtual Meeting	
Terry Willis ZOOM Virtual Meeting	

Staff/Others: See Public Meeting Sign-In Sheet and City Council Virtual Attendance Sheet

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. The Mayor stated that do to the current COVID-19 situation, the City Council meeting is being held electronically via ZOOM virtual meeting. In order to facilitate the meeting, the Mayor reviewed ZOOM virtual meeting guidelines to follow. Mayor Kourianos recognized Veterans Day, reviewed the activities taking place, and thanked the veterans for their service.
2. City Councilmember Davis led the Pledge of Allegiance.
3. Mayor Kourianos asked the City Recorder to take a verbal roll call to verify attendance for this electronic meeting.

Councilmember Davis – here
Councilmember Knott-Jespersen – here
Councilmember Marsing - here
Councilmember Miller – present
Councilmember Willis - here

Attendance in the Council Chambers:

Michael Kourianos, Mayor
Councilmember Davis
Councilmember Knott-Jespersen
Sherrie Gordon, City Recorder
Nick Tatton, Community/Human Resources Director

The City Recorder asked anyone else attending the ZOOM virtual meeting to please state their name for the record. The following stated their names: Michael Bryant, Landen Anderson, Lanie Anderson, Landrie Anderson, Owen Neil, Brandon Sicilia, Geri Gamber, and Jade Powell.

Mayor Kourianos asked if there were any conflicts with the agenda. Councilmember Knott-Jespersen stated that her husband is a business owner and had applied for a CARES Act business grant submitted to Price City for consideration and possible approval. This item is under the consent portion of the agenda, item 8. She said she will abstain from voting on the consent agenda items.

4. SAFETY SECONDS – Councilmember Marsing reminded everyone to wear proper shoes so you don't slip on the snow/ice.
5. PUBLIC COMMENT – Mayor Kourianos stated that do to the current COVID-19 situation, this City Council meeting is being held electronically via ZOOM virtual meeting. No public comment was received on any item. Nick Tatton commented that no public comments were received.
6. SORENSON LEGACY FOUNDATION – Price Youth Council presentation.

Price City was selected by the Governor's Office of Economic Development for the Main Street America Pilot Project. Landen Anderson, Lanie Anderson, Landrie Anderson, and Owen Neil, with the Price Youth Council, updated the Mayor and City Council on the project. In cooperation with the program, the Price Youth Council has also been a part of the Utah Coal Country Strike Team. A \$75,000 grant, combined with a \$50,000 grant from the Sorenson Legacy Foundation, provided funds to move forward with some of the projects to improve Price's Main Street for the community and tourists.

The Price Youth Council has been assigned to help design the project. They recommended the following for consideration:

- Two solar inverters for an outdoor lighting system - \$20,000
- Seating and benches (Price City's logo and a dedication to the Sorenson Foundation)
- Decorative flower pots
- A-frame advertising to assist in identifying Main Street
- QR Code – Signs on posters for businesses which, when scanned, will take the user to a site or app that gives information on the area's history.
- Time frame – 12 months to completion

Councilmember Miller updated the Mayor and Council on a more sophisticated app than the QR Code. He would like to work with the Price Youth Council on this project and combine the efforts.

Mayor Kourianos acknowledged the AOG and their support on this project and their willingness to work with the Price Youth Council. Both the Mayor and City Council commented on the efficient work the Price Youth Council has dedicated toward the Main Street project.

Councilmember Knott-Jespersen excused herself from the meeting and left the Council Chambers based on the disclosed conflict of interest identified for item 8 on the agenda.

CONSENT AGENDA - Councilmember Miller moved to approve consent agenda items 7 through 11. Motion seconded by Councilmember Davis.

Mayor Kourianos asked the City Recorder to take a verbal roll call vote to verify the motion.

Councilmember Davis – Aye
Councilmember Knott-Jespersen – Abstained
Councilmember Marsing - Aye
Councilmember Miller – Aye
Councilmember Wills – Aye

The City Recorder announced that the motion passed unanimously.

7. MINUTES

a. October 29, 2020 City Council Meeting

8. CARES ACT BUSINESS GRANT APPROVALS - Consideration and possible approval of CARES Act business grants to qualified Price City businesses that made application for the grant funds.
9. AMENDED CLG CONTRACT - Consideration and possible approval of an amended Certified Local Government (CLG) contract to provide historic preservation assistance to the building at 41 W Main Street.
10. PRICE CITY CEMETERY SHED - Consideration and possible approval to accept the low bid from Flawless Sheeting for the Dirt Shed and Storage Building located at the Price City Cemetery.
11. BUSINESS LICENSES - Consideration and possible of business licenses for: Honeyed at 975 N 300 E, Janae Pettit Design at 489 E 200 N and Tip-To-Toe Nails LLC at 9 E Main St.

Councilmember Knott-Jespersen re-entered the Council Chambers.

12. UNFINISHED BUSINESS – Not unfinished business was discussed.

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

MOTION. Councilmember Davis moved to close the regular City Council meeting at 5:46 p.m. Motion seconded by Councilmember Knott-Jespersen.

The regular City Council meeting was adjourned at 5:46 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

**PRICE MUNICIPAL CORPORATION
2021 BOARD/COMMITTEE MEETINGS**

NOTICE OF ANNUAL MEETING SCHEDULE

PUBLIC NOTICE is hereby given that the meeting schedule for the Library Board, International Days, Community Progress, and Price River Water Resources Committee for the year 2021 shall be as follows:

<u>Library Board</u>	<u>International Days Committee</u>	<u>Progress Committee</u>	<u>Price River Water Resources Committee</u>
City Hall Room 106 4:00 P.M.	City Hall Room 207 Noon	City Hall Room 106 5:00 P.M.	City Hall Room 207 3:00 P.M.
January 11	February 9	January 28	January 12
February 8	March 9	February 25	February 9
March 8	April 13	March 25	March 9
April 12	May 11	April 29	April 13
May 10	June 8	May 27	May 11
*June 7 (Policy Development/Board Training – 10:00 A.M.)	July 6, 20	June 24	June 8
June 14	August 10	July 29	July 13
July 12		August 26	August 10
August 9		September 30	September 14
September 13		October 28	October 12
*October 12		*November 18	November 9
November 8			December 14
December 13			

*Please note that this meeting is not on its regularly scheduled day.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during these meetings should contact the City Recorder, at 185 East Main, Price, Utah, or telephone (435) 636-3183, at least 24-hours prior to the meeting.



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 11-11-20*

DATE: November 11th, 2020

SUBJECT: Career Ladder Promotion: Charlie Westbrook

Scott Olsen, Fleet-Shop Department Supervisor recommends that Charlie Westbrook be promoted from Equipment Operator III, Grade 10, to Senior Equipment Operator, Grade 13.

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 Scott Olsen and Miles Nelson, Public Works Director. 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 24th, 2020 to coincide with a payroll cycle. 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 24th, 2020. If you have any questions please contact Scott Olsen, or myself.

Cc Miles Nelson
Scott Olsen
Lisa Richens
Dana Young

CARES ACT BUSINESS GRANT SUMMARY

Business Name	Grant Amount
Eastern Utah Womens Health	\$ 962.74
Energy Enterprises	\$ 40,090.50
Ally's Salon	\$ -
BTAC	\$ 2,626.70
National 9 Price	\$ 32,923.23
TOTALS	\$ 76,603.17

PAID UP OIL, GAS & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the 16th day of November, 2020 by and between Price City, a municipal corporation of the State of Utah, as Lessor (whether one or more), whose address is P. O. Box 893, Price, Utah 84501, and Coastal Plains Energy, Inc., as Lessee, whose address is 6303 N. Portland Avenue, Suite 208, Oklahoma City, Oklahoma 73112.

1. **Description.** Lessor, in consideration of Ten or more Dollars (\$10.00), in hand paid, of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means, developing, producing and marketing oil and gas of any nature or kind, including but not limited to coalbed methane gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including sulphur, helium, carbon dioxide and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), the following described land (the "leased premises") **Carbon County, State of Utah**, to-wit:

SE¼ of Section 22, Township 15 South, Range 10 East, SLM, in Carbon County, Utah.

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in or minimum royalties hereunder, said land shall be deemed to be comprised of 160 acres, more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of three (3) years from the effective date of this lease, and for as long thereafter as either: (a) oil and gas is being produced from the leased premises; or (b) Operations, as hereinafter defined, are conducted upon the leased premises with no cessation of more than ninety (90) consecutive days; or (c) this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "paid-up" lease requiring no rentals be paid to Lessor. Further, no shut-in payments or minimum royalty payments are required during the primary term. If at the expiration of the primary term or at any time thereafter this lease is not otherwise being maintained, Lessee may renew this lease in one year increments a maximum of three times by giving notice to Lessor by the end of the primary term and each anniversary of the expiration of the primary term.

3. **Royalty Payment.** Royalties on covered minerals produced and saved from the leased premises and used off the leased premises or lands pooled therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be one-eighth (1/8) of the market value at the mouth of the well of such production; (b) For natural gas of any nature or kind (including coalbed methane and casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be (1/8) of the market value at the mouth of the well of such production; (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. Lessee may also deduct the proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting, delivering or otherwise marketing Lessor's royalty share of production whether on the leased premises or off the leased premises; (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled therewith, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless continue in force as though Operations were being conducted on said land, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market gas upon terms unacceptable to Lessee. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled therewith (whether classified as oil wells or gas wells) are shut-in for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled therewith, then at or before the expiration of said ninety day period, Lessee covenants to pay or tender, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that oil or gas is being produced from the leased premises. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this shut-in provision. Upon each occasion that all wells located upon the leased premises or lands pooled therewith such that a shut-in royalty payment is due, Lessee may not maintain this lease solely by the payment of shut-in royalties for any continuous period longer than three years. Each such payment or tender, shall be made to the parties who at the time of the payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in Pay direct to Lessor or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder maybe made by check of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof in the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water and other substances produced from said land, except water from Lessor's wells or ponds, for all Operations hereunder, and Lessors royalty shall be computed after deducting any produced oil or gas.

4. **Minimum Royalty During Dewatering of Coalbed Methane Wells.** If at any time or times alter the expiration of the primary term, there is a coalbed methane well or wells on the leased premises or lands pooled therewith in which dewatering operations have commenced and during such time there be no other Operations being conducted on the leased premises or lands pooled therewith, this lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are being dewatered. For purposes of this lease, the term dewatering shall mean pumping or flowing of water and/or associated hydrocarbons from a wellbore completed in a coal formation or seam. If at any time or times after the expiration of the primary term, all wells located upon the leased premises or lands pooled therewith are being dewatered for a period of ninety (90) consecutive days, and during such time there are no other Operations being conducted on the leased premises or lands pooled therewith, Lessee covenants to pay or tender to Lessor at the address set forth above, by check of Lessee, as minimum royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered by this lease, and it shall be considered that gas is being produced from the leased premises. Such payment or tender shall be made on or before the anniversary date of this lease next ensuing alter the expiration of ninety (90) days from the date dewatering operations are commenced and thereafter on or before the anniversary date of this lease during the period dewatering operations are being conducted. Lessee's failure to properly pay minimum royalty shall render Lessee liable for the amount due and the costs incurred by Lessor to collect the amount due, but shall not operate to terminate this lease.

5. **Operations.** Whenever used in this lease, the word "Operations" (unless specified to the contrary) shall mean any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, repairing or dewatering of a well in search of or in an endeavor to obtain, increase or restore production of oil, gas, sulphur or other covered minerals.

6. **Pooling.** Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A pooled unit formed for an oil well may not exceed forty (40) acres and a pooled unit formed for a gas well may not exceed one hundred sixty (160) acres; provided that larger pooled units maybe formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing Operations for or completing an oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the type of well for which the pooled unit was created (oil, gas or other covered minerals as the case maybe), such well shall be considered a dry hole for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated shall be that proportion of the total pooled unit production which the net acreage covered by this lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold by Lessee. Pooling in one or more instances

shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record written declaration describing the revised pooled unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein the words "separate tract" mean any tract with royalty ownership differing, now or hereinafter, either as to parties or amounts, from that as to any other part of the lease premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. Unitization. Lessee may at any time or times unitize all or any part of the lease premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure-maintenance, repressuring or secondary recovery program. Any such unit formed shall comply with the local, State and Federal laws and with the orders, rules, and regulations of State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged or includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional Operations provisions hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and total of all participating acreage in the unit; or, (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable reserves underlying all lands within such unit, or, (c) any other basis approved by State or Federal authorities having jurisdiction. Lessor shall be entitled to the royalties provided under this lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

8. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct Operations on the leased premises as maybe reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, pipelines, tanks, pits, electric and telephone lines, deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, both surface and subsurface, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands contiguous or adjacent to the leased premises described in Paragraph 1 above, both surface and subsurface, notwithstanding any partial release or other partial termination of this lease, in which Lessor now or hereafter has authority to grant such rights. No surface location for a well shall be located less than two hundred (200) feet from any house or barn now on the leased premises (without Lessor's consent). In addition to the ancillary rights described above, Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or lands pooled therewith during the term of this lease or within one (1) year following the expiration hereof.

9. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties or minimum royalties hereunder, Lessee may pay or tender such shut-in royalties or minimum royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties or minimum royalties hereunder, Lessee may pay or tender such shut-in royalties or minimum royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties or minimum royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

10. Warranty of Title. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties, shut-in royalties or minimum royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties, shut-in royalties or minimum royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

11. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties, shut-in royalties and minimum royalties hereunder shall be reduced proportionately to the amount that Lessors interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

12. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of records written release of this lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties or minimum royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

13. Regulation and Delay. Lessee's obligations under the lease, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder, Lessee shall not be liable for breach of any terms of this lease when Operations are so prevented, delayed or interrupted.

14. Breach or Default. An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work forfeiture or termination of this lease nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least sixty (60) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to constitute a drilling or maximum allowable unit under applicable governmental regulations (but in no event less than forty (40) acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are Operations. Lessee shall continue to have such easements on the leased premises as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose.

15. Inclusion of Existing Wellbore. At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing well(s) and/or wellbore(s) on the leased premises. Lessee shall plug and abandon the existing wellbore known as Price No. 1 Well and all other wellbores on the leased premises constructed or used by Lessee in its operations in accordance with applicable rules and regulations of the State of Utah. This provision shall not apply to existing water wells on the leased premises.

16. Lessee's Indemnity. Notwithstanding any other provision of this lease to the contrary, Lessee, its successors and assigns, shall indemnify, defend and hold harmless Lessor, its employees, agents and representatives, from and against any and all costs, damages or injuries, losses, liabilities, expenses (including legal and consulting fees and disbursements), claims, demands, causes of action or awards caused by, resulting from, arising out of or incurring in connection with the activities conducted on the leased premises or pursuant to this lease by Lessee and Lessee's agents, contractors, operators, designees, successors and assigns; provided, however, that Lessee's liability hereunder shall be limited to the acts and omissions of Lessee and its agents, contractors, operators, designees, successors and assigns. This paragraph shall survive expiration or termination of this lease.

17. **Miscellaneous.**
- (a) Entire Agreement. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This lease is not intended to give rise to any implied obligations not otherwise expressly contained in this lease. This lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.
- (b) Captions. The captions used in the lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart, from the terms and provisions of the lease.
- (c) Severability. If any term or other provision of this lease is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this lease shall nevertheless remain in full force and effect.
- (d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

IN WITNESS WHEREOF, this lease is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the lease has been executed by all parties named herein as Lessor.

Lessor: Price City, a municipal corporation of the State of Utah

Lessee: Coastal Plains Energy, Inc., a Texas corporation

By: _____
Michael Kourianos, Mayor

By: Christopher N. Biggs
Christopher N. Biggs
President

Attest: _____
Sherrie Gordon, City Recorder

STATE OF UTAH §
 §
COUNTY OF CARBON §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this _____ Day of November 2020, personally appeared to me known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that Michael Kourianos and Sherrie Gordon duly executed the same as Mayor & City Recorder free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

Notary Public Address

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 16th Day of November 2020, personally appeared Christopher N. Biggs, to me known to be the identical person described in and who executed the within and foregoing instrument of writing on behalf of Coastal Plains Energy, Inc. and acknowledged to me that he duly executed the same as President as his free and voluntary act and deed for the purposes therein set forth and in the capacity stated.

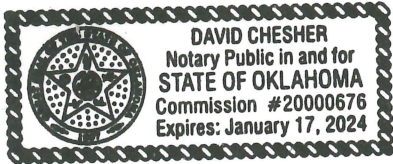
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

David Chesher

My commission expires: January 17, 2024

6301 N. FOREST LANE, SUITE 203 OKC, OK 73112

Notary Public Address



Account No: _____
 Business Activity: _____
 Fee: _____
 Copy to Recorder: _____
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3161.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information				
Business Status: <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>Desert Thunder Foundation</u>				
If Name Change, list previous name:				
Business Address: <u>20 N Carbon</u>			Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>		
Business Telephone: <u>(217) 412 3424</u>		Business E-mail:		Business Fax:
Mailing Address (if different): <u>P O Box 421</u>		City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>
Property Owner's Name:		Property Owner's Telephone: ()		
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i> <u>56163</u>				
Type of Business: <input type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal				
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input checked="" type="checkbox"/> Other				
Opening Date: _____ Business Hours: From _____ To _____ M T W T H F S S U <i>(please circle)</i>				
Detailed Description of Business: <u>Office Space</u>				
Commercial Square Feet: <u>1200</u>	No. of Arcade Games, Pool Tables, Etc.: <u>0</u>	No. of Vending Machines: <u>0</u>	No. of Mobile Home Spaces: <u>0</u>	
No. of Rental Units: <u>0</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>0</u>	
State Sales Tax I.D. No. (Include copy or proof of exemption): '		Federal Tax I.D. No. (Include copy):		
State License No. (Include copy):		State License Type:		
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.				
<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: 3525
Business Activity: 3399
Fee: 450
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: <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Filter Service & Testing Corp / FST Filtration</u>			
If Name Change, list previous name: _____			
Business Address: <u>565 S. 300 W.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637-3567</u>	Business E-mail: <u>cody@fstsystems.com</u>	Business Fax: <u>435-636-8203</u>	
Mailing Address (if different): <u>PO Box 1466</u>		City: <u>Price</u>	State: <u>UT</u> Zip Code: <u>84501</u>
Property Owner's Name: <u>FST Holdings</u>		Property Owner's Telephone: <u>(435) 630-0848</u>	
Type of Organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input checked="" type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other			
Opening Date: <u>12/01/2020</u> Business Hours: From <u>7</u> To <u>5</u> <u>M T W T H F S S</u> (please circle)			
Detailed Description of Business: <u>Filter manufacturing for residential, commercial, & industrial needs.</u>			
Commercial Square Feet: <u>40,000</u>	No. of Arcade Games, Pool Tables, Etc.: <u>0</u>	No. of Vending Machines: <u>0</u>	No. of Mobile Home Spaces: <u>0</u>
No. of Rental Units: <u>0</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: <u>0</u>	No. of Beds: <u>0</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <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: 3526
 Business Activity: Cell
 Fee: 0
 Copy to Recorder: 11-10-2020
 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): Yoga Enchantment

If Name Change, list previous name: _____

Business Address:
79 W. 200 S.

Suite/Apt. No.: _____

City: Orangerville

State: Ut

Zip Code: 84501

Business Telephone:
(435) 749-0020

Business E-mail: _____

Business Fax: _____

Mailing Address (if different):
290 W. 500 S.

City: Price

State: Ut

Zip Code: 84501

Property Owner's Name: J. Valyn Pearock

Property Owner's Telephone: (435) 749-0020

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: 4/2017 **Business Hours:** From _____ To _____ (M T W TH F S SU (please circle))

Detailed Description of Business: Yoga Instruction

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 exemption): _____

Federal Tax I.D. No. (Include copy): _____

State License No. (Include copy): _____

State License Type: _____

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. **Check all that apply.**

☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab
☐ Pawnbroker ☐ Sexually Oriented Business