

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 01/27/2021. 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 Willis
5. PUBLIC COMMENT
6. RESOLUTION 2021-01 PRICE MUNICIPAL CORPORATION WATER CONSERVATION PLAN
- Consideration and possible approval of the updated 2020-2026 water conservation plan.

CONSENT AGENDA

7. MINUTES
 - a. January 13, 2020 City Council Meeting
8. STREET NAME CHANGE - Consideration and possible approval to change the name of the street, 300 East, to Eagle Avenue.
9. LIBRARY ANNUAL CHILDREN TEEN BOOK ENHANCEMENT GRANT APPLICATION - Consideration and possible approval for the Price City Library to apply for the Children and Teen Book Enhancement Grant.
10. CONSTRUCTION ENGINEERING SERVICES-: PROJECT 1C-2021- Consideration and possible approval of an agreement with Johansen and Tuttle Engineering for construction engineering, surveying, and materials testing.
11. PROJECT 1C-2021: 300E/700E/4th - Consideration and possible approval of a service agreement with Nielson Construction to complete the project as designed.
12. TravelStorysGPS STATEMENT OF WORK - Consideration and possible approval of Statement of Work.
13. TravelStorysGPS CLIENT AGREEMENT - Consideration and possible approval of agreement.
14. TravelStorysGPS LICENSE AGREEMENT - Consideration and possible approval of TravelstorysGPS Travelstorys Website Plugin License Agreement.
15. CARBON CORRIDOR MOU - Consideration and possible approval of an MOU with Carbon County Office of Tourism Enhancement.
16. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Learning the Accounting Cycle LLC at 935 N 300 E, Real Estate Titans LLC at 95 E Main St., and VB, Inc. at 45 E Main St.
17. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:

Officer Art Parry, Police Department - Advanced Roadside Impaired Driving Enforcement, February 16-17, 2021, Nephi, UT.

Officers Nick Parker and Brandon Rigby, Police Department - Advanced Search and Seizure, Advanced Traffic Stops, and Bulletproof Report Writing Training, January 26-28, 2021, Springville, UT.

Officer Shawn Sackett, Police Department - Law Enforcement Leadership, Spring Semester 2021, Online Course.

18. 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.

Resolution Number: 2021-01

MUNICIPAL WATER CONSERVATION PLAN PROGRAM RESOLUTION

RESOLVED that PRICE CITY informs the Utah Division of Water Resources of the following actions taken by the:

Price City Council (Governing Body)

1. Reviewed the attached Price City Water Conservation Plan for 2020-2026
2. Will take all steps to implement the water conservation plan.
3. Will take all steps to maintain an on-going water conservation program.
4. Will take steps to achieve water conservation results under the guidelines of the Utah Division of Water Resources into the future.

Passed by a (majority) (unanimous) vote on:

(Date)

Mayor

Attest: City Recorder

Public Works Director
MILES C. NELSON
City Engineer
VACANT
Streets & Fleet Supervisor
J. SCOTT OLSEN
Water & Sewer Supervisor
SAM WHITE
Building Inspection
TRENTON BENNETT



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432 WEST 600 SOUTH *P.O. BOX 893, PRICE, UTAH 84501
PHONE (435)637-5010 www.priceutah.net

Water Conservation Plan

PRICE CITY DRAFT SUBMITTAL AUGUST 2020

**PLAN REVIEW by UTAH DIVISION of
WATER RESOURCES NOVEMBER 2020**

PLAN UPDATE DECEMBER 2020

**PRICE CITY MAYOR / COUNCIL APPROVAL
JANUARY 2021**

To: Division of Water Resources / waterwise@utah.gov

Write-up and Data Collection by Price City Water & Sewer Department

Miles Nelson / Public Works Director

Official Price City Contact: milesn@priceutah.net

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List of Conservation Best Management Practices (BMP's).**

PURPOSE

State Agencies

History

Water conservation planning has changed many times since the Division of Water Rights was created in 1967.

The 1990 State Water Plan established a policy on water management. The Division began discussing water conservation goals in 1994.

Then, Utah promoted the statewide water conservation goal of reducing water usage by 25% by 2025. The Municipal & Industrial (M&I) Plan tracked per-capita M&I water usage estimates of water suppliers using the year 2000 as the base value.

In 2015, the water usage calculations showed an 18% decline in the M&I category.

Future

Utah has recognized that the uncertainty of water availability will increase in the future.

Now, new goals and future projections have been presented for the time periods: 2030 (goal), 2040 (projection), and 2065 (projection).

The 2030 goal will be the primary focus for action over the next decade with the 2040 and 2065 projections providing guidance for planning and future expectations.

As 2030 approaches, the 2040 and 2065 projections will be revisited and modified as demographics, technology, conditions, and behaviors change.

In 2015 (the new baseline year), Utah's M&I water use was about 240 gpcd (DWRe 2019a, 2019b).

If we consider all regional goals together, the outcome for the entire state is 202 gpcd by 2030 (16% reduction from 2015).

Projections for all regions, considered together, are 188 gpcd by 2040 (22% reduction from 2015), and 179 gpcd by 2065 (26% reduction from 2015).

Meeting the goals will save nearly 165,000 ac-ft annually across the state.

The Need for Regional Goals

One of the limitations of statewide water conservation goal is that it blurs the importance of local differences. Utah is a large state with diverse terrain, climates, populations, development, patterns, and attitudes that affect what water is available and how it is used.

Utah has been separated into 9 different water conservation regions. Multiple factors were considered when determining each region. Price City is grouped into the Carbon, Emery, and Grand Counties' area. It is called the Upper Colorado River Region.

State and Local Policy Leaders

Policy plays a vital role in motivating and enabling water conservation.

State, county, and local policy leaders should establish policies which require accountability for efficient water use.

Policy leaders' support must consider universal metering, water loss control, education, and other water conservation activities, as well as the necessary funds for success.

Policy leaders must also decide whether they are willing to support the necessary land use changes that will be required to reach the water conservation goals.

This will include working with and being responsive to market forces to reduce both overall lot sizes for residential development and the amount of turf grass allowed.

Policy leaders can set or influence the pricing of water to promote conservation and reflect the cost of water scarcity.

State and local governments should consider the water use impacts of proposed businesses and their plans for water-efficient fixtures, landscaping, and operations before approving construction or incentives.

Water Suppliers

Water suppliers have a public responsibility to provide sufficient, safe water to their customers and to carefully manage this resource.

In fulfilling this responsibility, water suppliers are responsible for developing and implementing their own Water Conservation Plans that define local goals, practices, pricing, and accountability.

Achieving water conservation goals will require a major investment. Gross unit costs for water conservation practices will need to be analyzed. Funding for implementation will be needed.

Water Users

The water conservation mindset begins with individual water users.

By recognizing water as a limited resource and changing their water use practices accordingly, water users will directly impact the overall water situation and the achievement of the regional goals.

All Utahans' are encouraged to do their part in conserving water for Utah's future.

PRICE CITY

Description

Price City is located in central Utah, east of the mountain range which divides the state. It is located southeast of the Wasatch Front which includes Provo, Orem, and Salt Lake City areas. Price is the principal city of Carbon County, followed by Helper, Wellington, East Carbon—Sunnyside, and the residents in the unincorporated County areas.

While “rural” in some characteristics, the Price-Helper-Wellington area is a regional service center having excellent amenities and resources for a community its size. Price is the headquarters for a variety of federal & state agencies, the Castleview Hospital, and a very competitive college; Utah State University-Eastern. Coal mining, natural gas fields, power plants add industrial work to the population of Carbon and Emery County. Agriculture and ranching operations still have a significant influence on economic development within the region. Sight-seeing, tourism and recreation has seen a notable improvement. Businesses populate the downtown and central areas of Price City to provide residents with local goods, food, and day-to-day needs.

Water Resources

Price City receives culinary water from three main sources: Colton Springs; surface water diverted from the Price River for treatment at the water plant; and from the Price River Water Improvement District (PRWID) through a water exchange agreement. Also, water from the Colton Wells is available for emergency or as-needed use.

The Colton Springs are located northwest of Price City in the mountain areas of Price Canyon. The spring water is a free-flowing underground source of water that is piped to the Price City water treatment plant for chlorine disinfection.

Price City owns and operates a seasonal water treatment plant in Price Canyon that is located three miles north of Helper, Utah. Price City can meet its winter water demands from Colton Springs. As summer approaches and water usage increases, the City diverts surface water from the Price River for a full treatment at the water plant. It usually starts in April or May and shuts down in September or October.

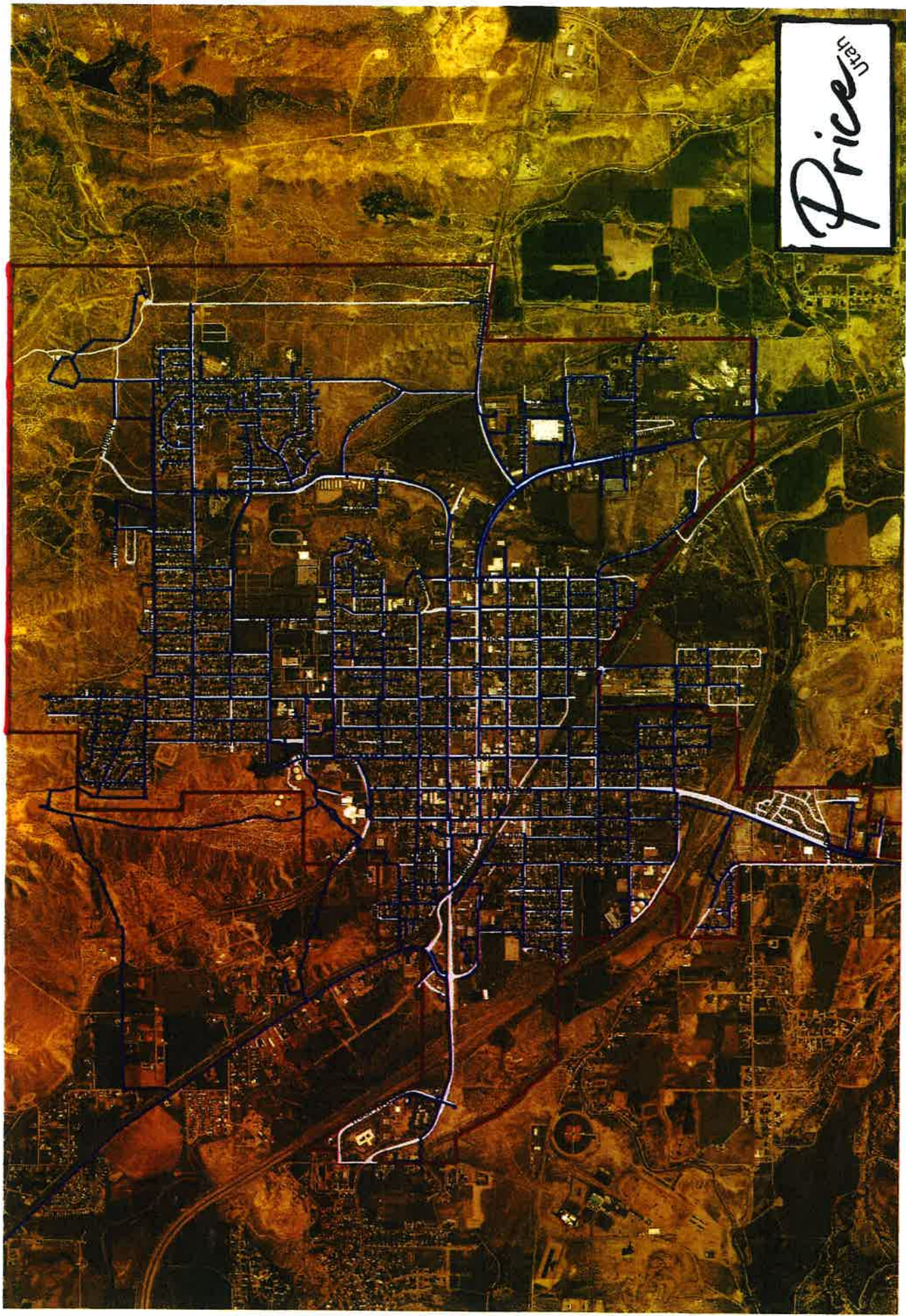
Price City and PRWID have an inter-agency agreement for water exchange where each water supplier can receive or provide water on an as-needed basis. Price City can receive water from PRWID during high summer flows to reduce the strain on the water treatment plant. PRWID can receive water from Price City during the winter season when extra spring water is available.

Price City purchased ownership of the Colton Wells when the Carbon Power Plant was put out-of-service a few years back. Price City has a water wholesale agreement with Helper City to provide water to them. They usually take water at 150 to 300 gpm starting in the springtime, most all of the summer, and shut the South Colton Well down some time in the late fall. Price City will only use the Colton Well water in an emergency or as-needed basis. Note: The North Colton Well is inactive and has never been used to supply water to Price City or Helper City.

PRICE CITY



Price
Urban



Public Works Director
MILES C. NELSON
City Engineer
VACANT
Streets & Fleet Supervisor
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SAM WHITE
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AMY KNOTT JESPERSEN
LAYNE MILLER
BOYD MARSING
TERRY WILLIS

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

2019

Water Connections

Residential	4352
Commercial	330
Industrial	21
Institutional	144
Total Water Connections	4847

Water Production in Gallons

Treatment Plant	53,609,000	
Colton Springs	1,056,503,000	
Colton Wells	0	
Receiving from PRWID	27,655,000	(Water Exchange from PRWID)
Giving to PRWID	147,509,000	(Water Exchange to PRWID)
Giving to River	72,890,000	
Total Water Production	917,368,000	

Unaccountable Water Loss 291,250,000 = 31.75%

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System Growth

The purpose of this study is to plan system improvements to handle current and future demands. Inadequate planning and system limitations could unintentionally discourage economic development and growth. Estimating the City's population growth is important part of planning because it suggests how much improvement is needed and how soon.

The United States Census and the State Governor's Office of Planning and Budget (GOPB) projections were considered. Table 1 summarizes the estimated population data. These same values are shown graphically in Figure 2. The average growth rate from 1960 to 2000 was calculated and used to predict population growth from 2020 to 2050. The census growth rate represents a linear type growth consistent with past census numbers. However, the GOPB numbers reflect actual local growth trends. Since Price City's growth is tied to changes in the natural resource extraction industry, boom and bust cycles are evident between the 1960s and 1980s and again from 1980 to present. The GOPB population projection reflects the boom and bust trends much better than the linear census trend. For use in this study, the GOPB population study was selected and used to track likely Price City growth for the next 50 years. The future population may be higher or lower than the predicted values due to economic or other factors. In this study, future culinary water system demands are based on the GOPB population estimates for the next 40 years.

Table 1 Population Estimates for Price, Utah

Year	Census Data	Linear Projection	GOPB Projection
1890	209	405	
1900	539	1,207	
1910	1,021	2,008	
1920	2,777	2,810	
1930	4,084	3,612	
1940	5,214	4,413	
1950	6,010	5,215	
1960	6,802	6,016	
1970	6,218	6,818	
1980	9,086	7,620	
1990	8,712	8,421	
2000	8,402	9,223	8,402
2010	8,715	10,025	8,344
2020		10,826	10,203
2030		11,628	11,134
2040		12,430	11,273
2050		13,231	11,612
2060		14,033	12,049

Current Water Rights
and Contracted Flows
← 10,647 people

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Reliable Water

The acre-feet of water allotted by right may not be the amount of water available for City use. For planning purposes, it is important to identify the amount of reliable water available in drought conditions. The Division of Drinking Water (DDW) regulations require that the quantity of water available from surface water sources must "be assumed to be no greater than the low flow of a 25-year recurrence interval or the low flow of record for these sources when 25-years of records are not available" (R309-515-5(4)(a)).

Based on the Price City 2011 Projected Water Rights Use Analysis by Hansen, Allen and Luce (HAL) the city could experience an 84.8% reduction in flows during drought conditions. This reduces the Price River reliable water to 304.5 acre-feet per year. With all current rights, the reliable volume of existing water rights is 3,603 AF (3.2 MGD) as shown in Table 10.

Table 10. Reliable Water From Water Right Analysis⁷

Claim No. / Irrigation Co.	Source	Full Water Right Volume (acre-feet)	Reliable Volume with Drought Conditions (acre-feet)	Net Reduction (acre-feet)
a-405/91-341 ¹	Colton Springs	675.0	675.0	0
a-1146/91-373 ¹	Colton Springs	437.5	437.5	0
a-781/91-349 ¹	Colton Springs	600.0	600.0	0
A8312 / 91-75	Colton Springs	474.5	474.5	0
Price Water Company	Price River	697.6	106.0	591.6
Pioneer Ditch 1	Price River	588.0	89.4	498.6
Pioneer Ditch 2	Price River	223.0	33.9	189.1
Alfred Ditch Company	Price River	494.6	75.2	419.4
Price River Water Users Association ²	Scofield Reservoir	1,111.9	1,111.9	0
Total:		5,302.2	3,603.4	1,698.7

¹ An analysis of reliable water supply based on a 25-year recurrence interval for this source was not completed. Available data show combined flow measurements for both Colton Springs and UP&L Well No. 1. Based on a preliminary review of available data the total reliable water supply would be well under the value used.

² An analysis of reliable water supply based on a 25-year recurrence interval for this source was not completed. If completed, the total reliable supply would decrease.

⁷ Price City Projected Water Rights Use Analysis, November, 2011, Hansen, Allen and Luce, Inc.

Price City Water System Master Plan

page
14
January 2012

JONES & DEMILLE ENGINEERING

Public Works Director
MILES C. NELSON
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PRESENT WATER USE AND FUTURE WATER NEEDS

It is projected that current water rights and contracted flows can serve 10,647 people. The Governor's Office of Planning and Budget (GOPB) estimates that Price could reach the population of 10,647 in the time frame of 2025. Many factors influence this projection, and estimates may vary substantially from the actual population experienced. Currently, population growth in Price City has reached a level of minimal growth. The 2018 census has indicated that Price City has 8,232 people. But a population upswing may occur in the near future if commercial and/or industrial businesses expand or enter the area. This will create a need for new housing developments and apartment or townhome living complexes. Planning for future water supplies should not be discounted. Price City needs to be ready to have new water sources in place for growth.

- 1) Purchase of water shares at Scofield Reservoir is an option that is pursued regularly by Price City. Price City usually budgets for water share purchases on a yearly basis when availability and budget funding allows.
- 2) In 2017, Price City purchased the Colton Wells (#1 South Well & #2 North Well) from Pacific Corp / Rocky Mountain Power. When the Carbon Power Plant was put out-of-service and demolished, there was no need retain the wells and water rights. Currently, Price City owns, operates, and maintains the Colton Wells. Price City has water wholesale agreement with Helper City to subsidize their water needs in the spring, summer, and fall. With the availability or transfer of existing water rights, the wells might be an option for future water needs.
- 3) Carbon County is pursuing a new reservoir to meet water demands. The Garley Dam and Reservoir project would allow western Carbon County to capture up to 5,000 acre-feet of unused water from the Price River for future water supplies. The reservoir will be located 3 miles northwest of Price. The project is being spearheaded by the Price River Watershed Council, which includes multiple entities, including Price City, the Price River Water Users Association, Carbon County, and Price River Water Improvement District, as well as local residents.
- 4) One of the best ways Price City can reduce the need for future water supplies is by implementing water conservation programs and practices. Utah has a new "Recommended State Water Strategy" plan now in place. Water Suppliers are required to submit a new Water Conservation Plan to the Division of Water Resources. A useful guide or reference is the "Utah's Regional Water Conservation Goals" that was prepared in November 2019. Price City needs to be diligent to prevent set-backs or complacency for future water conservation needs and state requirements.

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WATER MEASUREMENT

Price City meters all water sources.

- 1) Colton Springs.
- 2) Price River Diversion for Price City Water Treatment Plant.
- 3) Price River Water Improvement District (PRWID) Water Exchange.
 - a) Receive from PRWID.
 - b) Give to PRWID.
- 4) Colton Wells.
- 5) Untreated water from Colton Springs that is returned to Price River. This happens when the water is not needed. The water demand is down and Price City and/or PRWID water storage tanks are full.

Price City meters all water users on the water distribution system.

- 1) Price City reads all water meters and provides usage amounts in gallons and a billing statement to customers on a monthly basis.
- 2) Price City repairs or replaces faulty meters in a timely manner.

SYSTEM WATER LOSS CONTROL

Price City repairs all known water leaks in the transmission and distribution system in a timely manner.

Price City repairs or replaces the aging water system infrastructure on a regular basis with a proactive approach. It can be performed in-house water department maintenance work or contractor bid projects through the Capital Improvement Budget Program.

EXHIBIT 3
PRICE CITY WATER RATES
EFFECTIVE 6-1-16

RATE CLASS I – Residential Customers within Corporate Limits of Price City

The Base Charge for water service on a per dwelling unit basis shall be \$26.72 per month

Variable Usage Charges for water on a per volume basis (metered):

From 0 to 10,000 gallons	Included in Base Charge
From 10,001 to 30,000 gallons	\$1.75 per 1,000 gallons
From 30,001 to 60,000 gallons	\$2.00 per 1,000 gallons
From 60,001 to 80,000 gallons	\$2.25 per 1,000 gallons
Over 80,000 gallons	\$2.75 per 1,000 gallons

RATE CLASS II – Commercial, Industrial, and Institutional Customers within Corporate Limits of Price City

The Base Charge for water service on a per meter basis shall be \$29.07 per month

Variable Usage Charges for water on a per volume basis (metered):

From 0 to 10,000 gallons	Included in Base Charge
From 10,001 to 40,000 gallons	\$2.03 per 1,000 gallons
From 40,001 to 100,000 gallons	\$2.25 per 1,000 gallons
From 100,001 to 350,000 gallons	\$3.00 per 1,000 gallons
Over 350,000 gallons	\$3.50 per 1,000 gallons

RATE CLASS III – Residential Customers outside Corporate Limits of Price City

The Base Charge for water service on a per dwelling unit basis shall be \$33.29 per month

Variable Usage Charges for water on a per volume basis (metered):

From 0 to 10,000 gallons	Included in Base Charge
From 10,001 to 15,000 gallons	\$2.89 per 1,000 gallons
From 15,001 to 100,000 gallons	\$3.34 per 1,000 gallons
Over 100,000 gallons	\$3.50 per 1,000 gallons

RATE CLASS IV – Commercial, Industrial, and Institutional Customers outside Corporate Limits of Price City

The Base Charge for water service on a per meter basis shall be \$33.29 per month

Variable Usage Charges for water on a per volume basis (metered):

From 0 to 10,000 gallons	Included in Base Charge
From 10,001 to 15,000 gallons	\$2.89 per 1,000 gallons
From 15,001 to 100,000 gallons	\$3.34 per 1,000 gallons
Over 100,000 gallons	\$3.50 per 1,000 gallons

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Price Utah

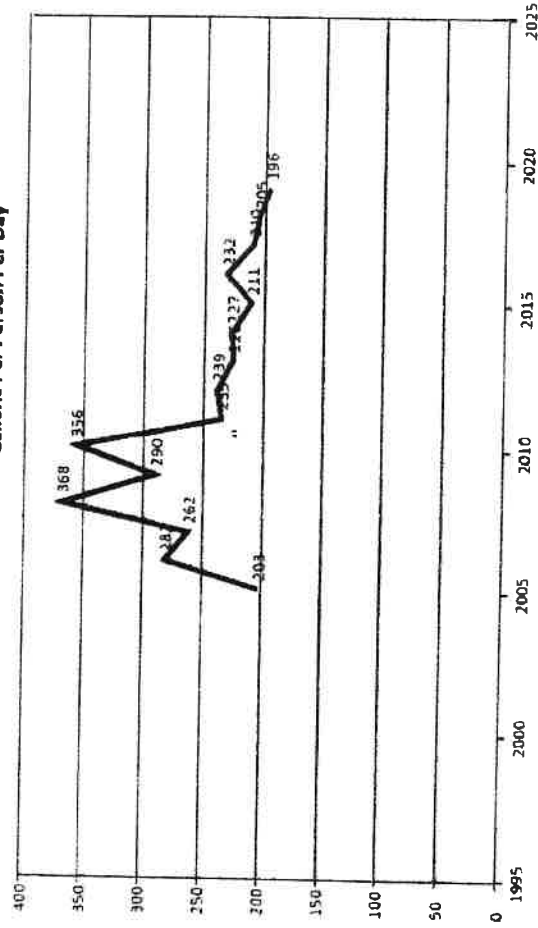
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2019	Indoor/Outdoor Water Use
Residential	118
Commercial	22
Institutional	53
Industrial	1
Accountable Waterloss	3
Total	196

Year	Gallons Per Person Per Day
2005	203
2006	282
2007	262
2008	368
2009	290
2010	356
2011	235
2012	239
2013	226
2014	227
2015	211
2016	232
2017	210
2018	205
2019	196

Gallons Per Person Per Day



Gallons Per Person Per Day

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2019

“METERED GALLONS DELIVERED”

Residential	374,585,300
--------------------	--------------------

Commercial	69,512,900
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Industrial	4,139,700
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Institutional	177,891,425
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Total:	626,129,325 Gallons
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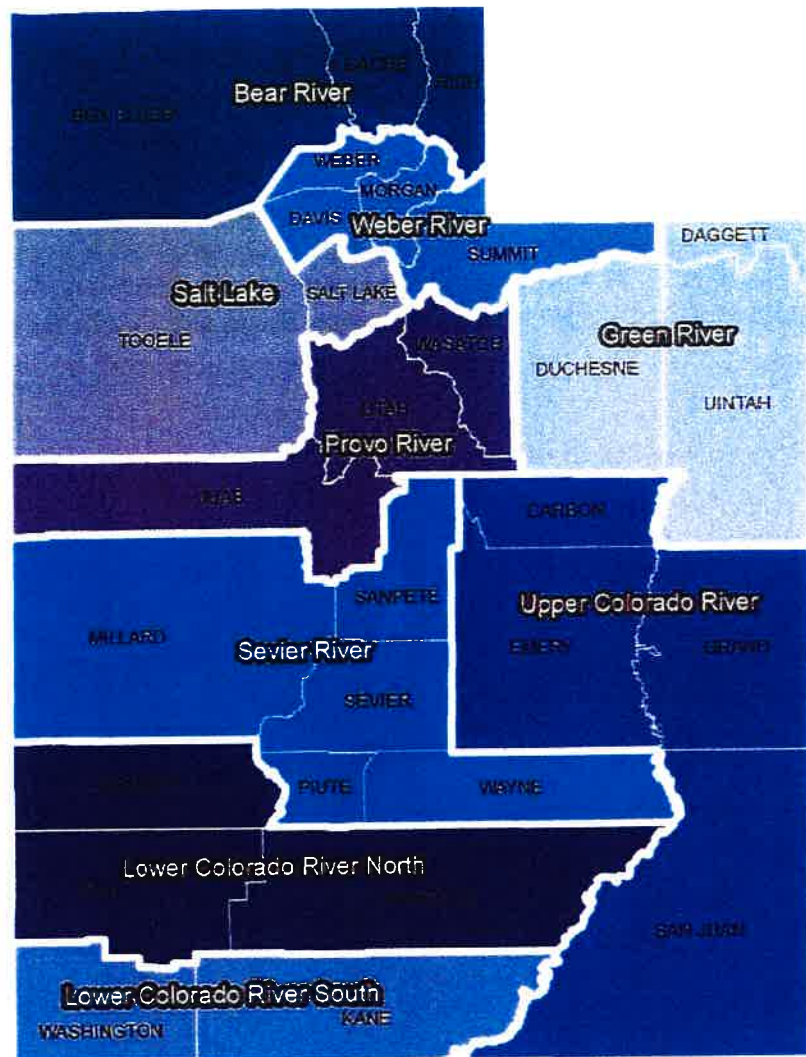


Figure 7-1: Regional M&I Water Conservation Boundaries

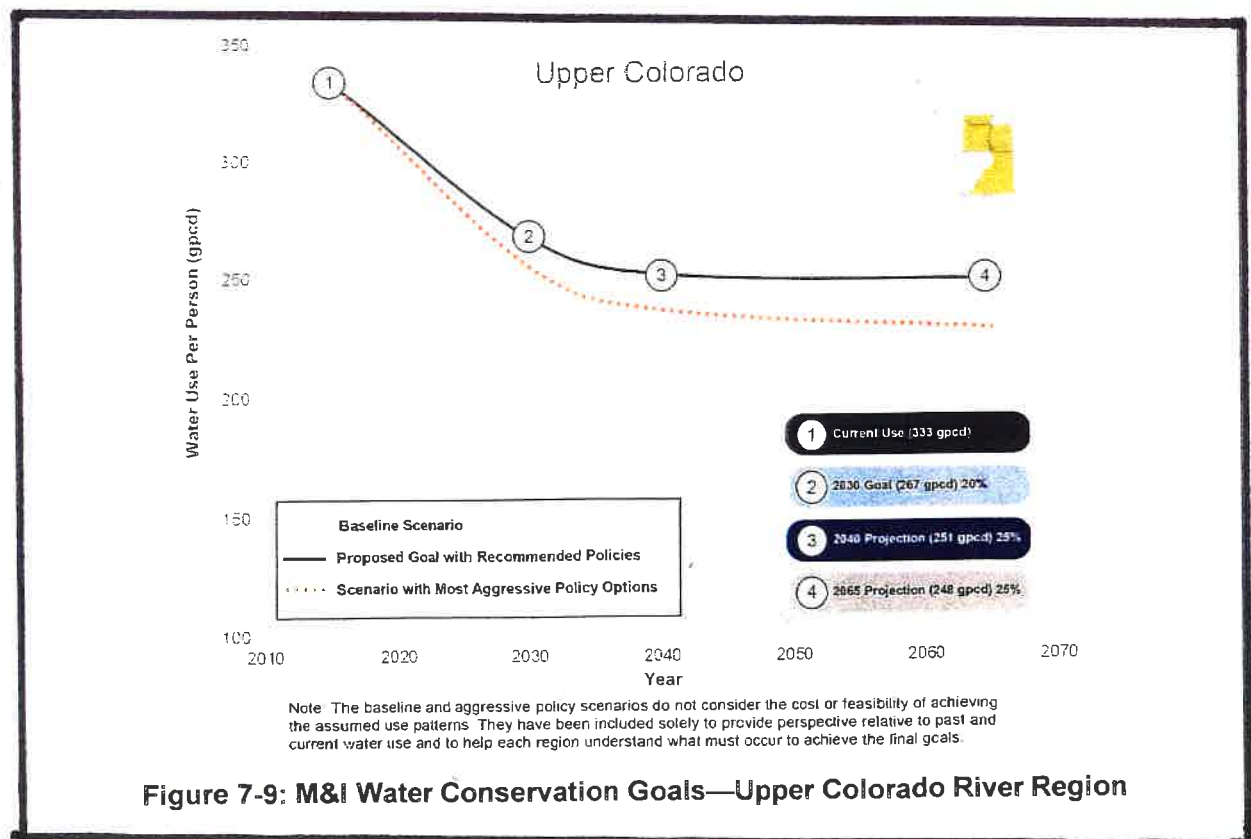


Figure 7-9: M&I Water Conservation Goals—Upper Colorado River Region

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

CONSERVATION PRACTICES

Overall Water Use Reduction Goal

Price City staff is using the Upper Colorado River Region's goals that were set in "Utah's Regional M&I Water Conservation Goals" Report—November 2019.

- 1) Current Use (333 gpcd)**
- 2) 2030 Goal (267 gpcd) 20%**
- 3) 2040 Projection (251 gpcd) 25%**
- 4) 2065 Projection (248 gpcd) 25%**

Coordinator, Staff, Committee

Currently, Price City does not have an active Water Conservation Committee. Projected start-up would be in 2021. A possible date for a scoping meeting would need to be scheduled. This would be an informal variety of Price City Directors and Administration (Mayor—council members) to select members of the water conservation committee.

Water Conservation Advisory Committee: This should be a list of individual experts in their field of work that can be invited to the water conservation meeting from time to time to provide training or information.

It would be good to name a water conservation committee chair-person. Responsibilities include organizing the meetings, posting an agenda, and providing minutes from each meeting.

For Price City, the committee might need one or two director level department heads to navigate and provide direction.

A Council Member should be assigned to the water conservation committee. The Mayor might have a standing invitation to sit in as needed.

Public Information, Education & Program

OVERVIEW:

There are many water conservation and best management practices that are available.

Once a Price City water conservation committee is organized then “Best Management Practices” (BMPs) can be assessed.

The timeline could be immediate or a schedule could be implemented for the future.

One factor in determining the priority of implementation for a conservation practice is cost.

The project team recognizes that water conservation of the magnitude proposed is not free and that the costs must be acknowledged in order to secure for implementation.

Water conservation education is the foundation of an effective water conservation program.

No action will occur until customers and water users understand what is needed and how to make it happen.

Emphasis on education and outreach must evolve and innovate to be most effective.

A baseline should initially be set at the starting point so a measurement of success can be identified. Results over a timeline will create a comparison to the baseline.

The following page is a list of water conservation best management practices (BMP's) that is provided by Division of Water Resources.

It looks very useful for the Price City water conservation effort in the future. The water conservation committee can use the template for a great start. Some of the items may already be in place. Many can be implemented into the new program.



Conservation Best Management Practices (BMP's)

Number	Practice
Water Conservation Coordinator, Committee or Team	
1a	Hire or designate a Water Conservation Coordinator (WCC).
1b	Create a committee/team/board with a chair that includes a combination of the following participants; WCC, Public Works Director, City Council Member, and/or applicable local advocacy group member to help research, coordinate, create and implement public information campaign(s), water conservation programs and incentives.
Water Conservation Plan (WCP)	
2a	Develop a WCP. More information at www.conservewater.utah.gov/wcp.html .
2b	Provide contact information, system profile, water use history and detail specific ongoing and new conservation programs.
Public Awareness/PR	
3a	Develop or utilize existing messaging from Slow The Flow, DWRe's Conserve Utah, CWEL and/or WaterSense.
3b	Display educational materials & resources on agency website, social media & bills.
3c	Offer agency materials and resources to community partners for distribution.
3d	Hold or collaborate events, programs and/or presentations.
Education/Training	
3e	Provide adult efficient water use education and training.
3f	Provide or support youth education programs for elementary school students.
3g	Provide or recommend a water-wise demonstration garden.
3h	Educate customers about new water saving technology. Example: weather based smart timers.
3i	Provide new homeowner landscape information.
3j	Participate and promote large efficient landscape training and programs: https://www.qwelutah.com/training/
3k	Create and/or distribute "how to video's". Example: switching to drip.
Outreach Services	
4a	Offer or collaborate on residential water audit programs.
4b	Offer or collaborate on landscape consultation programs.
4c	Offer residential water budgeting program.
4d	Offer indoor and outdoor retrofit kits.
4e	Perform outdoor high water use inquiries and resolution techniques.
4f	Perform and address water waste investigations.
4g	Identify structures built before 1992 and organize low efficiency fixture replacements.
Rebates/Incentives/Rewards	
5a	Offer or collaborate on rebates for high efficiency appliances, fixtures, irrigation smart timers, drip irrigation, nozzles, shut off hose valves, and landscape conversions.
5b	Promote rebates offered in your service area.
Ordinances & Standards	
6a	Adopt a time-of-day watering ordinance. Example: no watering between 10-6pm.
6b	Adopt an ordinance requiring a water-efficient landscaping option in all new residential development.
6c	Review existing plumbing codes and revise them as necessary to ensure water-conserving measures in all new construction.
6d	Adopt an ordinance requiring water-efficient landscaping in all new commercial development.
6e	Change business license requirements to require water reuse and recycling in new facilities.
6f	Mandate retrofit upon resale.
Water Pricing	
7a	Utah S.B.28 requires water rates rise for higher tiers of consumption.
7b	Charge for secondary water based on individual use.
7c	High water use notification.
Physical System	
7a	Install & maintain efficient irrigation, utilize water-wise landscaping & smart controller technology at agency facilities.
7b	Perform agency water system audit.
7c	Implement leak detection program.
7d	Meter all connections (UT SCR 1), repair and replacement program, read meters on a regular basis.
7e	Consider water re-use.

Minutes of the Price City Council Meeting
City Hall
Price, Utah
January 13, 2021, at 5:30 p.m.

Present:

Mayor Kourianos

Councilmembers:

Rick Davis

Amy Knott-Jespersen

Boyd Marsing

Layne Miller

Terry Willis

Sherrie Gordon, City Recorder

Lisa Richens, Finance Director

Nick Tatton, Community/Human Resources Director

Brandon Sicilia, Police Chief

Staff/Others: See Public Meeting Sign-In Sheet

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor Steve Swinburne with Price Chapel offered a word.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance.
4. SAFETY SECONDS – Councilmember Davis talked about tripping and falling. Slow down and think about what you are doing.
5. PUBLIC COMMENT – No public comment was received on any item.
6. APPOINTMENT - Consideration and possible approval of appointment of Daniel Hinckley to the Price City Planning and Zoning Commission.

MOTION. Councilmember Knott-Jespersen moved to approve the appointment as recommended by staff. Motion seconded by Councilmember Marsing and carried.

The City Recorder administered the Oath of Office to Daniel Hinckley. The Mayor and Council thanked Mr. Hinckley for his willingness to serve.

7. LARSON & COMPANY - Presentation of the Fiscal Year 2020 Audit Report.

Jon Haderline from Larson and Company presented and reviewed the Independent Auditor's Report Basic Financial Statements Year Ended June 30, 2020. The auditor's opinion is that the City complied, in all material respects, with the compliance requirements. The audit did not reveal any material instances or weaknesses in internal control. Mayor Kourianos thanked Mr. Haderline for the report. A copy of the 2020 audit will be made available for review in the Finance Director's Office.

MOTION. Councilmember Willis moved to accept the audit report for FY 2020. Motion seconded by Councilmember Davis and carried.

8. PUBLIC HEARING - Public hearing to receive input on the proposed 2021 updates to the Price City Land Use Management and Development Code.

Nick Tatton reviewed the information.

MOTION. Councilmember Davis moved to open the public hearing at 6:03 p.m. Motion seconded by Councilmember Knott-Jespersen and carried.

No public comment was received.

MOTION. Councilmember Davis moved to close the public hearing at 6:04 p.m. Motion seconded by Councilmember Willis and carried.

9. ORDINANCE NO. 2021-001. Consideration and possible approval of an ordinance adopting the updates to the Price

MOTION. Councilmember Marsing moved to approve Ordinance No. 2021-01. Motion seconded by Councilmember Miller and carried.

10. SAFETY PROGRAM - Drawing for the quarterly prize for workplace safety in Q4 2020.

Nick Tatton reviewed the safety program.

Colman Hinckley pulled the winning ticket. Robbie Mitchell was announced as the winner of the quarterly safety prize. The Mayor and Council thanked the city employees for their continued efforts to work safely.

CONSENT AGENDA - Councilmember Marsing moved to approve consent agenda items 11 through 18. Motion seconded by Councilmember Miller and carried.

11. MINUTES

- a. December 9, 2020 City Council Workshop
- b. December 9, 2020 City Council Meeting

12. HEALTH INSURANCE REFUND DISTRIBUTION - Consideration and possible approval of distribution of the employee share of a health insurance refund.

13. PUBLIC SAFETY COVID19 PANDEMIC HAZARD PAY - Consideration and possible approval of hazard pay for Price City public safety individuals.

14. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Michael Mastin from Water-Sewer-Treatment Operator I, Grade 8 to Water-Sewer-Treatment Operator II, Grade 9.

15. CAREER LADDER PROMOTION - Consideration and possible approval of a career ladder promotion for Mark Roth from Water-Sewer-Treatment Operator I, Grade 8 to Water-Sewer-Treatment Operator II, Grade 9.

16. RATIFICATION - Ratification of addendum to professional services consulting agreement with NFP HR Solutions for a compensation study.

17. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Ben and Gemma's Leather Apron Club, Inc. at 41 E Main St., Mustard Seed Shop at 175 N 500 W, and Scattered Dice at 60 N 1st W. Solicitor's License: Melisa Parry (Galata)/Vivint Solar/Sunrun at 1800 Ashton Blvd, Lehi, UT.

18. TRAVEL REQUESTS - Consideration and possible approval of travel requests for: Bill Wardle & Ryan Matkin, Water & Sewer Department - Utah Rural Water Association Annual Conference, March 2-5, 2021, St. George, UT

19. UNFINISHED BUSINESS – Councilmember Davis suggested that due to all of the activities Councilmember Miller was working on for the potential upcoming International Days, perhaps he should be Councilmember Marsing's co-chair for the event. Councilmember Davis said he would be willing to co-chair the 2022 International Days. Councilmember Davis said he is looking at possibilities for the Saint Patrick's Day parade for this year.

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

MOTION. Councilmember Willis moved to close the regular City Council meeting at 6:10 P.M. Motion seconded by Councilmember Miller and carried.

The regular City Council meeting was adjourned at 6:10 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

Library Application: Price City Library

Id:	APP-016537
Organization:	Price City Library
Contact:	Tina Rowley
Phone:	(435) 636-3142
Email:	tinar@priceutah.net
Status:	Draft

Library Information

Question 1: Name of public library or school

Price City Library

Question 2: If school, please list district

Not Answered

Question 3: Name of project manager

Tina Rowley

Question 4: Email of project manager

tinar@priceutah.net

Question 5: Phone number of project manager

435-636-3142

Question 6: Mailing address

P.O. Box 1665

Question 7: City

Price

Question 8: Zip code

84501

Question 9: Name and title of fiscal agent, if applicable

Not Answered

Question 10: Email and phone number of fiscal agent

Not Answered

Question 11: Mailing address of fiscal agent

Not Answered

Question 12: Student population of school or public library service area population

8332

Qualifying Questions

Question 13: Is this a Title 1 school or does your public library have Title 1 schools in your service area?

☐ Yes

☒ No

Question 14: If school, what percent of your students qualify for a free or reduced lunch?

Not Answered

Question 15: Has your school or public library previously received a Children and Teen book enhancement grant from the Utah State Library Division?

☒ Yes

☐ No

Question 16: If yes, when?

☐ 2017

☐ 2018

☒ 2019

☐ 2020

☐ N/A, haven't received

Question 17: When did you last weed your library book collection?

March 2020

Question 18: What is the total budget children and teen books?

8,000.00

Question 19: What is the total number of children and middle fiction books in your library?

9619

Question 20: What is the total number of children and middle non-fiction books in your library?

7142

Question 21: What is the total number of picture books in your library?

4463

Question 22: What is the total number of teen fiction books in your library?

4165

Question 23: What is the total number of teen non-fiction books in your library?

4207

Question 24: Please indicate that you understand that failure to submit invoices or complete survey may affect your ability to receive future Children and Teen Book Enhancement grant opportunities from the Utah State Library.

- ☒ *I understand that books cannot be purchased in advance.*
- ☒ *I understand the failure to adhere to the requirements of this grant may result in future disqualifications of like opportunities.*
- ☒ *I have received permission from my supervisor to apply for this grant.*
- ☒ *I acknowledge that I will complete the survey.*
- ☒ *I acknowledge that I will submit invoices and/or packing slips.*

The Children and Teen Book Enhancement grant is now open. **Deadline to apply is Friday, February 5.** Please login at <https://utahdcc.secure.force.com/us/> You will have to set up an account if you haven't already done so.

Scope: Selected public and school libraries will receive \$3,000 up front to purchase current, high-quality and well-reviewed books published in 2020 and 2021 for young adults and children. Libraries will be required to purchase any combination of books from the lists below. Substitutions will not be allowed. Limit two (2) copies per title. The purchase of diverse titles is strongly encouraged.

Preference will be given to small and medium-sized libraries that can clearly demonstrate a need.

Purchase a combination of titles from these lists. The 2021 Newbery, Caldecott, Coretta Scott King book, etc. awards will be announced on January 25, 2021.

- 2021 [ALA Notable Children's Books](#) (ALSC)
- 2021 American Indian Library Association's Youth Literature Awards
- 2021 Asian/Pacific American Award for Literature
- 2021 Bank Street College of Education's Best Books of the Year (available April 2021)
- 2021/22 Beehive Book Awards Nominees (available March 2021)
- 2021 Best Fiction for Young Adults (YALSA)
- 2021 Coretta Scott King Book Awards
- 2021 Pura Belpre Award
- 2021 Robert F. Sibert Informational Book Medal
- [2021 Quick Picks for Reluctant Young Adult Readers](#)
- 2021 Nonfiction for Young Adults Award
- Other 2021 award lists/books
- Curated list of Books (available February 2021)

Requirements and Expectations

- Books may be purchased from any of the preselected lists using vendors of their choice. Funds may be used for vendor processing as well.
- Grant recipients agree to add newly purchased materials to circulating collections.
- **Books cannot be purchased in advance.** Recipients must receive executed (signed by all parties) contract before purchasing any books.
- **Preorders are not allowed.** Books **published after April 27, 2021** are not eligible for the grant.
- Grant recipients agree to purchase books in a timely manner. **Books purchased after April 30, 2021 are not eligible for the grant.**
- **Grant recipients must submit copies of invoices or packing slips, by Friday, May 14, 2021.** This is for review purposes only.

- **Please spend all your funds.** Any advanced funds not expended by **April 30, 2021**, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by **May 28, 2021**. Meaning, you have to return **any/all** unspent funds.
- Grant recipients agree to complete a [survey](#) by Friday, May 28, 2021.

**GENERAL ENGINEERING SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of January 13th, 2021, between PRICE MUNICIPAL CORPORATION ("OWNER") and Johansen & Tuttle Engineering ("ENGINEER"). OWNER retains ENGINEER to perform General Engineering Professional Services for an indefinite number of projects ("Assignments or Services"). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between ENGINEER and OWNER.

ARTICLE 1 – ENGINEER'S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in the Exhibit A (Scope of Work)
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and ENGINEER, services will be performed by ENGINEER in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation.

3.03 General Engineering Services are limited to 8 to 24 hours per week unless prior written approval is provided. Assignments (projects) that will exceed these limited hours per week by more than 10% will require prior written approval.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

- A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:
 - 1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 - 2. Or, if both the Owner and the Engineer agree to a defined Scope of Work, a Lump Sum amount may be agreed to a defined Scope of Work, a Lump Sum amount may be agreed upon.

4.02 Other Provisions Concerning Payment

- A. Adjustments. ENGINEER's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of ENGINEER, compensation to ENGINEER shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of _____ pages.
- C. Exhibit C, "Payments to Engineer," consisting of _____ pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of _____ pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Price Municipal Corporation

By: _____

Name: Michael Kourianos, Mayor

Date Signed: _____

Address for giving notices:

185 East Main Street – P.O. Box 893

Price, Utah 84501

Designated Representative:

Name: Miles C. Nelson

Title: Public Works Director

Phone Number: (435) 637-5010

Facsimile Number: (435) 637-5031

Email Address: milesn@priceutah.net

Attest: _____

Sherrie Gordon, City Recorder

ENGINEER:

By: 

Name: Jonathan Hansen

Date Signed: 12/23/20

Address for giving notices:

PO Box 487

Castle Dale, UT 84513

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Email Address: _____

This EXHIBIT A, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

- A. ENGINEER shall provide general civil engineering and related services on an ongoing basis. Engineer's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:
 - 1. Preconstruction and Design Engineering
 - 2. Construction Engineering
 - 3. Surveying
 - 4. Materials Testing
 - 5. Planning and Studies
 - 6. Funding Acquisition
 - 7. Environmental
- B. ENGINEER shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. ENGINEER shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 - 1. Participate in progress and decision meetings with ENGINEER.
 - 2. Promptly respond to communications and requests from ENGINEER.
 - 3. Provide existing maps, permits, correspondence and all other applicable information not already in ENGINEER's possession.
 - 4. Respond in a timely manner so as not to delay the services of the ENGINEER.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be within the milestones established per each Assignment.

EXHIBIT A

CONSTRUCTION MANAGEMENT, STAKING, & TESTING PROPOSAL DETAILS

Our proposal has been broken down into the following tasks:

Task 1:	Construction Staking
Task 2:	Construction Management
Task 3:	Onsite Inspection
Task 4:	Materials Testing

Task 1 – Construction Staking

Johansen & Tuttle Engineering (J&T) will conduct the survey staking for the improvements described on the 'Road Improvement Project #1C-2021' for 300 E, 4th Avenue, and 700 E. These improvements consist of 6 blocks. The staking will include new finish grade for each street, sidewalks, curb and gutter, ada ramps, waterways, storm drain systems, culinary water systems, sewer lateral improvements, and sign and striping, etc. It is anticipated that J&T will be responsible for the first time staking. Any re-staking will be the responsibility of the contractor as defined in the specifications.

Task 2 – Construction Management

The project engineer for J&T will conduct the prebid, preconstruction, and final construction meetings for the project. The engineer will be responsible for all RFI's, ASI's, PCO's, Change Directives, etc. to ensure the contractor has adequate information to complete the project in a timely manner. It is anticipated that the project engineer will also conduct biweekly progress meetings for the 4-month project. This will consist of 9 total meetings over 4 months.

Task 3 – Onsite Inspection

J&T will provide a full time inspector who will be onsite for the duration of the project. It is anticipated that the project will be completed in a span of 4 months (18 weeks).

Task 4 – Materials Testing

J&T will provide materials testing for each component of the project. This includes all sieve analysis, proctors, compaction tests, asphalt burn-offs, and concrete tests. The testing includes ensuring compaction for the full cross section of each road. It also includes compaction testing for water and storm drain trenches, and concrete testing for the curb and gutter, sidewalk, storm drain, and waterways. The contractor will be responsible for any retesting of materials and concrete.

Road Improvements Project #1C-2021
Price City – 300 East / 700 East Project

ITEMS NOT INCLUDED

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

- Survey re-staking of construction items. Re-staking will be paid by the contractor.
- Retesting of materials and concrete will be paid by the contractor.
- Additional meetings and site visits beyond what is described in Task 3. Additional meeting time will be conducted at the project engineer rate of \$100/hr.
- Additional onsite inspection. Inspection beyond the 4 months of anticipated construction time will be conducted at an hourly rate of \$70/hr.

COMPENSATION

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

Task 1:	Construction Staking	\$16,089
Task 2:	Construction Management	\$10,470
Task 3:	Onsite Inspection	\$53,890
Task 4:	Materials Testing	\$21,245
Base Total:		\$101,694

Sincerely,
Johansen & Tuttle Engineering



Jonathan Johansen, P.E.
Project Engineer

AGREEMENT
Price City Corporation – Road Improvements Project #1C-2021

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *STAKER & PARSON COMPANIES dba NIELSON CONSTRUCTION & MATERIALS*
- B. Address: *PO BOX 620*
HUNTINGTON, UTAH 84528
- C. Telephone Number: *(435)687-2494*

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

Road Improvements Project #1C-2021
- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

Install New Water Lines, Sewer Connections, Storm Drains, Roadways, Curb, Gutter and Water Ways.

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

Base Bid \$1,605,199.75

Schedule A \$39,004.00

Schedule B \$15,715.00

Schedule C \$35,081.25

C.

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

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

***One Million Six Hundred Ninety Five Thousand Dollars And No Cents -
\$1,695,000.00***

2.2 CONTRACT TIME

A. The Work will be completed **120** calendar days after *March 31st, 2021*, or the first day of work on the Project, whichever is first.

2.3 LIQUIDATED DAMAGES

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

1. Late Contract Time Completion:

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

2. Interruption of Public Services:

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

upon OWNER'S right to recover the full amount of such damages. One Hundred dollars and Zero centers (\$ 100.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER'S prior written authorization.

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

2.4 PAYMENT

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

2.5 CONTRACT DOCUMENTS

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

Project Manual

Bidding Requirements
Contracting Requirements
Division 01 – General Requirements
Division 02 – Existing Conditions
Division 03 – Concrete
Division 05 – Metals
Division 31 – Earthwork
Division 32 Exterior Improvements
Division 33 – Utilities

Detail Drawings

Title Sheet C-001
Index To Sheets & Summary Of Items C-002
Summary Of Items Breakdown C-003 Thru C-004
Details DT-001 Thru DT-014
Pedestrian Crossing Details (700 East Detail) PC-001 Thru PC-003
Pedestrian Crossing Details (700 East Grading) PC-001 Thru PC-003
Plan And Profile PP-001 Thru PP-006
Storm Drain Plan And Profile SD-001 Thru SD-008
Road Cross Sections XS-001 Thru XS-008
Striping Plan SP-001 Thru SP-002

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

- a. APWA 2012 Manual of Standard Specification (see Document 00 11 16; 1.7 B)
- b. APWA 2012 Manual of Standard Plans (see Document 00 11 16; 1.9 B)
- c. Addenda

Clarification Dated November 24, 2020

Clarification Dated November 30, 2020

- d. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.

- i. Notice to Proceed
- ii. Work Change Directive Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the 31 day of March, 2021.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Michael Kourianos

Title: Mayor

[CORPORATE SEAL] Attest:

By: Sherrie Gordon

Title: City Recorder

SEAL

CONTRACTOR

STARK & PARSON COMPANIES DBA
Name: *NIELSON CONSTRUCTION & MATERIALS*

Address: *825 NORTH LOOP ROAD*
HUNTINGTON UT 84528

[CORPORATE SEAL]

By: 

SEAL

STATEMENT OF WORK – Price City and Helper, Utah



Price City Tour

Project Duration: January 2021 – May 2021

Project Contacts

TravelStorysGPS Account Manager	Wells Howe, Director of Sales
	wells@travelstorysgps.com
	(781) 771-9820
TravelStorysGPS Production Manager	Christie Koriakin, Director of Production
	christie@travelstorysgps.com
	(336) 262-9111
TravelStorysGPS Marketing Manager	Abby Richardson, Client Marketing Coordinator
	abby@travelstorysgps.com
	(702) 600-8066
Price City Project Coordinator	Layne Miller
	laynem@priceutah.net
	(435) 820-4326
Price City Billing Mailing Address	Price City, City Hall
	185 East Main Street
	Price, Utah 84501

Project Description

Price City, Utah, and Helper, Utah will sponsor a Shared Production driving tour¹ on the TravelStorys™ mobile and web-based shared platforms, which are supported by TravelStorysGPS, LLC. The goal of the tour will be to enrich the experience of travelers to the region by interpreting the rich history, the natural features, and the scenic beauty of the region. The tour will interpret nearby sites of interest and attract and educate new audiences while promoting the region.

The Price City and Helper tour² will be featured on currently supported iOS and Android mobile and tablet devices. Selected content from the tour will also be

¹ Final mode of travel to be determined by Price City, Utah during the tour-building process.

² Final tour name to be determined by Price City, Utah during the tour-building process.

available on the TravelStorys website (www.TravelStorys.com) and on TravelStorysGPS social media platforms.

The Price City and Helper tour will consist of 20 geotags in total, corresponding to specific locations in and around Carbon County, Utah. A geotag is a story site assigned to geolocational coordinates that features audio, narration text, and images. In total, the tour will include up to 60 minutes of audio narration (20 geotags x 3 minutes/geotag), three to five corresponding images per geotag, and the complete narration text.

The stories for each geotag will launch automatically as users approach the corresponding location. All TravelStorys tours automatically play a short introduction whenever and wherever the tours are launched. Tours include concluding information, as well. Audio, associated images, and text can also be remotely accessed from any location by manually tapping the individual geotags on the tour map.

For off-site, remote usage, audio, associated images, scripts, and links can be manually accessed and enjoyed from any location on a mobile device or on the TravelStorys, Price City, Utah, and Helper, Utah websites with the tour's TravelStorys Website Plugin™. Users simply tap on the associated geotag on the tour map screen or use the Play All feature for the full tour experience as a podcast. Off-site users could further enjoy the website tour experience by virtually standing at the story site location and viewing the surrounding sites using the street view icon (if available for that location) at any geotag.

Division of Responsibilities for Tour Development

Collaboration between Price City, Utah, Helper, Utah, and TravelStorysGPS is integral to the tour-building process. Price City, Utah, Helper, Utah, and the TravelStorysGPS team will share responsibilities for the development of this tour as outlined below. More detailed tour-development responsibilities and scheduling will be outlined in the Price City and Helper Work Plan, which will be drafted by the TravelStorysGPS team and finalized by both parties following the signing of the Client Agreement. Layne Miller as the Price City Project Coordinator will lead the division of responsibilities section. This work will include contributions from Helper, Utah for corresponding location sites.

Price City, Utah

Layne Miller, the Price City Project Coordinator, and the TravelStorysGPS production team, will oversee the development of this tour. Based on the steps outlined in the TravelStorys Tour Building Manual, the Price City, Utah, team will be responsible for:

- Attending the TravelStorysGPS tour-building webinar
- Confirming or choosing the tour route
- Identifying stories and locating story sites on Google Maps
- Providing contact information and appropriate branding assets for all organizations/agencies involved in the tour, and credits for musicians, artists, and others
- Writing scripts to TravelStorysGPS specifications as outlined in the Tour Building Manual (following the provided storyboard word counts) and submitting the scripts for review and inclusion in the tour
- Selecting candidate narrators for recording, and sending audio samples to the TravelStorysGPS team for feedback and signoff
- Recording script narration with TravelStorysGPS guidance (and microphone, if requested)
- Selecting images and/or video for each geotag (per specifications in the TravelStorysGPS Image Spreadsheet)
- Selecting story transition music (if chosen)
- Testing the tour on-site, documenting and submitting testing feedback to TravelStorysGPS
- Marketing the tour and collaborating with the TravelStorysGPS marketing team on a marketing schedule and launch

TravelStorysGPS

TravelStorysGPS will host a tour-building webinar to outline the tour-building process for Price City, Utah. Throughout the project, the TravelStorysGPS production team will provide ongoing guidance, coaching, and feedback. In addition, TravelStorysGPS is responsible for:

- Designing tour architecture (the tour route with mapped site locations and audio-triggering radii) based on the GPS coordinates of the story sites
- Providing script parameters (timing and word count) for each geotag

- Reviewing and editing (if useful) scripts for high-quality audio presentation
- Supporting audio recording
- Editing audio, images, and music
- Integrating all tour media and the completed tour onto the TravelStorys app
- Providing appropriate TravelStorys marketing assets (including logos, language, and marketing templates)
- Supporting tour testing
- Implementing tour feedback and changes
- Collaborating on the tour launch and the tour marketing schedule and launch

TravelStorys Website Plugin™

Price City, Utah and Helper, Utah, are licensing the TravelStorys Website Plugin so that their audiences, browsing their website, can directly access the tour and its interactive map. The TravelStorys Website Plugin takes travelers on a virtual tour of the tour sites and travel routes encouraging users to download the mobile app version of the tour and to visit. The Plugin is useful for viewing the tour remotely, for trip planning, and virtual exploring. Its Play All feature transforms the tour into a podcast, and its street view feature (where available) adds a visual tour to the virtual audio tour.

Marketing

Distribution of the Price City and Helper tour will benefit from TravelStorysGPS company marketing in many ways. First, the tour will be presented on the TravelStorys shared platform with other TravelStorys audio tours, all of which are marketed by their tour sponsors and by TravelStorysGPS. Cross-promotion with other tour sponsors' and TravelStorysGPS' networks will increase exposure to this tour.

Additionally, TravelStorysGPS will feature the Price City and Helper tour on its website, will provide a marketing starter kit to Price City, Utah and Helper, Utah, will promote the tour and its stories through social media posts, and will collaborate with Price City, Utah and Helper, Utah, to develop an innovative marketing plan for the tour.

To maximize tour visibility, Price City, Utah and Helper, Utah, will promote the Price City and Helper tour at its offices, on its website, through affiliate websites and networks, on social media, at visitor centers, and at tour locations and approaches

wherever possible. Other marketing (and revenue-generating) options include commercial download incentives and advertising partnerships, which will be explored later during tour development.

Revenue Generation

The TravelStorys platform is designed to support organizations by expanding their audiences, deepening users' connections to community, enriching travel engagement in special places, and by generating revenue, when appropriate. Additionally, TravelStorys platforms are downloaded in all states and 129 countries and can attract strategic sponsors, partners and local advertisers with the opportunity to reach these audiences. Below are some of TravelStorysGPS' revenue-generating strategies that are available to Price City, Utah and Helper, Utah, the first two of which are included in this production package:

- The tour introduction and conclusion audio messaging to solicit contributions (if chosen) while the traveler is inspired by seeing Price City, Utah and Helper, Utah, work in the field.
- The 'Connect' opt-out banner can be used to link messaging from Price City, Utah and Helper, Utah or can link to a nonprofit donation recipient.
- Placements for audio and visual messaging at commercial sites with appropriate storytelling value in the audio introduction and conclusion or utilizing visual banners, links, and interstitials.
- E-coupons for vendor discounts with revenue opportunities for Price City, Utah and Helper, Utah

Subscription

The TravelStorysGPS annual subscription ensures continuous presentation of the tour content on the TravelStorys app platform. The subscription includes quarterly analytics reports with valuable data on user demographics and usage trends for the tour and TravelStorys app, total users per tour, number of visits to the tour, usage and download locations, user demographics and usage trends which is useful for marketing purposes and to refine the tours to generate greater interest. Additional data from the tour can be requested as well. Other subscription benefits include: technological updates to enable this tour to present on new iOS and Android devices as they become available; support for technical issues that may arise; platform and server architecture upkeep and maintenance; up to four hours of direct support that may be used to publish

updated content and address technical questions; invitations to useful TravelStorysGPS community webinars; and discounts.

The annual subscription fee is based on the number of user sessions on the tour and would not change with new or extended tours or tracks no matter how many tours were built by Price City, Utah and Helper, Utah. The base subscription fee includes up to 10,000 user sessions per year and only increases with significantly higher usage. The subscription fee for the first year is included in the last payment as outlined below in the Payment Schedule. The last payment is invoiced on the launch date of the tour or one year from the contract signing, whichever is sooner.

Payment Terms

TOUR FEATURES			
Mode of Travel: Driving			
Geotags: 20 geolocated story sites with audio narration, images, and text			
Audio: 20 authentic place-based audio stories; up to 60 minutes of audio; maximum of 3-minute			
Images: 3-5 per geotag			
Text: Audio script for place-based stories viewable in app			
Custom Mapping: Tour route & colored geotag icons as polygons overlays on the basemap map			
SHARED PRODUCTION PACKAGE			
PRODUCTION			
Tour Production	20 Driving Sites		\$10,000
SUBTOTAL			\$10,000
DECEMBER '20 DISCOUNT			
10% off if contract executed before 1/30/21			\$ (1,000)
UPGRADES			
Website Plugin	Hosted on 1 Website Each - 3 Year License		\$250
SUBTOTAL			\$250
SUBSCRIPTION			
Tour Subscription	Up to 5,000 user sessions	Annual	\$750
SUBTOTAL			\$750
PRODUCTION PACKAGE & SUBSCRIPTION TOTAL			
TOTAL			\$ 10,000

Payment Schedule

TravelStorysGPS offers payment through three invoices.

PHASE	DUE DATE	PAYMENT	AMOUNT
Payment 1	Contract signed	50%	\$5,000
Payment 2	30 days after contract signed	40%	\$4,000
Payment 3	Tour launch or one year, whichever is sooner	10%	\$1,000
TOTAL YEAR 1			\$10,000
Subscription	Due annually on the tour's launch date or one year from contract signing, whichever is sooner		\$750

Changes and Additions to the Statement of Work

Normal and customary expenses incurred in the course of execution of this project are the responsibility of TravelStorysGPS. Following signing of the Client Agreement, any significant changes to this Statement of Work or the associated work plan will be agreed to in writing and may be subject to additional charges. In advance of commencement of additional work, TravelStorysGPS will present any significant services not originally accounted for to Price City, Utah and Helper, Utah, for review, approval, and payment (if necessary). TravelStorysGPS' hourly rate for additional work outside this Statement of Work is \$200 per hour.

CLIENT AGREEMENT

This **CLIENT AGREEMENT** (the “**Agreement**”) is made and entered into as of January 30, 2021 (the “**Effective Date**”) by and between TravelStorysGPS, LLC, a Wyoming limited liability company (“**TravelStorysGPS**”) and Price City, Utah (the “**Client**”). TravelStorysGPS has developed an online platform available through websites and mobile applications operated by TravelStorysGPS (the “**Platform**”). This Agreement establishes the terms and conditions under which TravelStorysGPS will provide the Client with access to the Platform and certain other services (the “**Services**”) as set forth in a mutually agreeable statement of work, content submission schedule, and work plan. TravelStorysGPS and the Client (the “**Parties**”) agree as follows:

1. TERM. The term of this Agreement will begin on the Effective Date and will continue for a period of one (1) year following the date the content is first published on the Platform (the “**Term**”). Unless otherwise terminated under this Agreement, the Term will automatically renew for additional one-year terms.

2. STATEMENT OF WORK; WORK PLAN; ANNUAL SUBSCRIPTION FEE.

2.1 STATEMENT OF WORK. The statement of work attached hereto and by this reference incorporated herein sets forth the terms and conditions regarding the Services as well as the payment terms and schedule for the Services (the “**Statement of Work**”). Client and TravelStorysGPS agree to a cost of \$10,000, to be paid to TravelStorysGPS in installments as set forth in the Statement of Work. In the event that the installment payments are not paid within thirty (30) days of the due date, a late charge equal to one and one-half percent (1.5%) of the amount unpaid shall be paid by the Client.

2.2 WORK PLAN. In addition to the Statement of Work, TravelStorysGPS shall present the Client with a work plan setting forth the Content (defined below) to be submitted by the Client and the content submission schedule (the “**Work Plan**”). TravelStorysGPS shall present the Work Plan to the Client within 14 days following the Effective Date. TravelStorysGPS and the Client will agree to Work Plan and the content submission schedule. If the Client fails to meet the deadlines set forth in the Work Plan within nine (9) months of the Client’s receipt of the Work Plan, TravelStorysGPS may charge the Client a fee of \$500.00 per month thereafter until the Work Plan is completed. The Statement of Work and the Work Plan may be modified from time to time upon agreement of the Client and TravelStorysGPS.

2.3 ANNUAL SUBSCRIPTION FEE. Client agrees to pay TravelStorysGPS an annual subscription fee as set forth in the Statement of Work (the “**Subscription Fee**”), which fee shall be billed on or around the date the Content, as defined in Section 4., is first published on the Platform and annually thereafter. In the event that the annual Subscription Fee is not paid within thirty (30) days of the due date, a late charge equal to one and one-half percent (1.5%) of the amount unpaid shall be paid by the Client.

3. CHARITABLE CONTRIBUTION. If requested by the Client, TravelStorysGPS will enable the donation module for the Client’s tour(s) and offer Client the option of generating charitable donations for either (a) the Client (if the Client is a tax-exempt charity) or (b) a charity designated by the Client. If the donation recipient, whether the Client or a charity designated by the Client, has an online donation portal, upon the request of the Client, TravelStorysGPS will link the donation module to such portal. Client may elect that such charitable donations are processed via SMS text messaging, in which case TravelStorysGPS will instruct the Client on how to register with a third-party service provider for such processing. Except as otherwise provided in this Section, TravelStorysGPS will have no obligation to process any such contribution, to provide a receipt for such contribution, or to ensure that any amounts related to such contribution are received or subsequently transferred to the Client.

4. CONTENT.

4.1 CONTENT. From time to time the Client may provide content to TravelStorysGPS, which may include, but is not limited to, stories, scripts, recordings or media (the “**Content**”) for use by TravelStorysGPS in providing the Services to the Client and in providing services to other clients of TravelStorysGPS. Such Content will be owned by the Client, but by submitting such Content to TravelStorysGPS, Client grants TravelStorysGPS a non-exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free, paid-up right and license to reproduce, distribute display, perform, make derivative works of, and otherwise utilize (“**Use**”) the Content in any form or format, on any medium, and in any manner, both now known or later developed, either alone or accompanied by or compiled with other content, without any restriction as to changes, modifications, alterations or derivative works of any type. Client releases TravelStorysGPS and its members, managers, employees, agents, contractors, assigns, licensees, and successors in interest from any and all liability from any Use of the Content, and any change, alteration, or derivative work made of or to the Content. Client acknowledges there is no fee, royalty, commission or other right to accounting for Use of the Content as specified in this Agreement, and the Client waives any right to inspect or approve any versions of any Use TravelStorysGPS makes of the Content.

4.2 STANDARDS FOR CONTENT. All Content must be delivered in a format acceptable to TravelStorysGPS, and must be correct and current. Client agrees to abide by all standards and policies for

Content established by TravelStorysGPS and in all cases not to publish, provide, or upload any Content that is illegal (or advocates illegal activity), libelous, defamatory, obscene, abusive, pornographic, threatening, false, misleading, inaccurate, an invasion of privacy, or a violation, infringement, or misappropriation of the intellectual property rights or other rights of any third party.

4.3 CONTENT PRODUCTION. Depending on the level of production of the Content submitted by the Client, TravelStorysGPS may undertake additional production of such Content (the “**TSG Produced Content**”). All TSG Produced Content will be owned by TravelStorysGPS unless otherwise agreed to by the Parties, and TravelStorysGPS hereby grants the Client a perpetual, non-exclusive, worldwide, non-transferable (except in connection with the assignment of this Agreement), royalty-free, fully paid up right and license to use, copy, display, operate, publicize, and commercialize the TSG Produced Content, and all intellectual property and other proprietary rights throughout the world therein or related thereto, in each case solely in a manner that does not compete with the business of TravelStorysGPS and, if the Client is a § 501(c)(3) entity, solely for uses related to the Client’s exempt purpose under Internal Revenue Code § 501(c)(3).

4.4 ADVERTISING. Subject to approval and agreement by the Client and TravelStorysGPS, the Content made available on the Platform may include advertising content. Advertising content will be mutually-agreed upon, but cannot be unreasonably withheld.

5. PRESS RELEASES. Client authorizes TravelStorysGPS to use the Client’s name and logo in press releases and marketing material including without limitation, brochures and web pages, solely for the purpose of indicating that the Client uses the Platform or Services provided by TravelStorysGPS.

6. TRAVELSTORYGPS TRADEMARKS, SERVICE MARKS, TRADE NAMES AND OTHER TRAVELSTORYGPS IDENTIFIERS. TravelStorysGPS hereby grants to the Client a limited, non-exclusive, non-transferable license to use the trademarks, service marks, trade names, or other identifiers of TravelStorysGPS (the “**TSG Marks**”) approved by TravelStorysGPS from time to time in connection with the Client’s promotional and editorial materials. Client agrees that the TSG Marks are and will remain the sole property of TravelStorysGPS, and that all use of any of the TSG Marks and all goodwill developed therein and therefrom will inure solely to the benefit of TravelStorysGPS. All use of the TSG Marks by the Client will comply with the terms of this Agreement and any trademark usage instructions or guidelines provided by TravelStorysGPS to the Client in connection with this Agreement.

7. CLIENT TRADEMARKS, SERVICE MARKS, TRADE NAMES, AND OTHER CLIENT IDENTIFIERS. During the term of this Agreement, the Client hereby grants to TravelStorysGPS a limited, non-exclusive, non-transferable, royalty-free, fully paid-up license to use the trademarks, service marks, trade names, or other identifiers of the Client, including the Client’s name and logo (the “**Client’s Marks**”) approved by the Client from time to time in connection with the Content. TravelStorysGPS agrees that the Client’s Marks are and will remain the sole property of the Client, and that all use of any of the Client’s Marks and all goodwill developed therein and therefrom will inure solely to the benefit of the Client. All use of the Client’s Marks by TravelStorysGPS will comply with the terms of this Agreement and any trademark usage instructions or guidelines provided by the Client to TravelStorysGPS in connection with this Agreement. Client waives any claims it may have based on any Use of the Information under the terms of this Agreement, including without limitation, right to likeness, invasion of privacy, publicity, false light, libel, slander, and defamation.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BOTH PARTIES. Client hereby represents, warrants, and covenants to TravelStorysGPS, and TravelStorysGPS hereby represents, warrants, and covenants to the Client that:

(a) such party has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to perform all obligations hereunder, without any conflict with any other agreement, commitment, or obligation; (b) this Agreement has been duly executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party; (c) the terms of this Agreement are fully enforceable against such party; and (d) such party will perform all obligations of such party under this Agreement in accordance with all applicable law by which such party is bound. Client represents, warrants, and covenants to TravelStorysGPS that it has the legal right and authority to enter into this Agreement and to grant the rights the Client grants to TravelStorysGPS under this Agreement and will continue to hold those rights during the term of this Agreement. Client further represents, warrants, and covenants to TravelStorysGPS that the Use of the Content will not cause TravelStorysGPS or its members, managers, employees, agents, contractors, assigns, sublicensees, or successors to violate any applicable law or breach any duty toward or right of any third party.

9. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TRAVELSTORYGPS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE PLATFORM AND ALL SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, PERFORMANCE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PLATFORM IS NECESSARILY FUNCTION OR FUNCTION FULLY ON OLDER MODELS OR MODELS NO LONGER SERVICED BY THE MANUFACTURER. FURTHER, IN ORDER TO FUNCTION PROPERLY THE PLATFORM MUST BE CORRECTLY AND COMPLETELY INSTALLED AND CERTAIN FEATURES REQUIRE UNINTERRUPTED AND RELIABLE

CELLULAR AND/OR DATA SERVICE.

10. INDEMNIFICATION. Client agrees to indemnify, defend, and hold harmless TravelStorysGPS and its members, managers, affiliates, employees, agents, contractors, assigns, licensees, and successors in interest (the “**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorney’s fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any one or more of the Indemnified Parties arising from or in connection with (a) an Indemnified Parties’ Use of the Content, (b) any breach by the Client of this Agreement, or (c) access by or on behalf of the Client to the Platform or Services. TravelStorysGPS will provide the Client with notice of any such claim or allegation, and TravelStorysGPS will have the right to participate in the defense of any such claim at its expense. TravelStorysGPS and its members, managers, affiliates, employees, agents, contractors, assigns, licensees, and successors in interest agrees to indemnify, defend, and hold harmless the Client and its members, managers, affiliates, employees, agents, contractors, assigns, licensees, and successors in interest (the “**Client Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any one or more of the Client Indemnified Parties arising from or in connection with any breach by TravelStorysGPS of this Agreement. Client will provide TravelStorysGPS with notice of any such claim or allegation, and the Client will have the right to participate in the defense of any such claim at its expense.

11. LIMITATION ON LIABILITY. IN NO EVENT WILL TRAVELSTORYGPS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH THE PLATFORM OR ANY SERVICES EVEN IF TRAVELSTORYGPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF TRAVELSTORYGPS IN CONNECTION WITH THIS AGREEMENT, THE PLATFORM, AND ALL SERVICES, WILL NOT EXCEED THE FEES PAID TO TRAVELSTORYGPS UNDER THIS AGREEMENT IN THE ONE-MONTH PERIOD PRECEDING THE INITIAL OCCURRENCE OF LIABILITY.

12. TERMINATION; SURVIVAL. Either the Client or TravelStorysGPS may terminate this Agreement (a) for convenience upon thirty (30) days’ advance written notice to the other party at any time, or (b) upon written notice to the other party if the other party (i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach or other period mutually agreed to by both Parties or (ii) breaches any material term of this Agreement on more than one occasion. In the event of termination, the Client shall pay for all accrued but outstanding time and costs of TravelStorysGPS as of the date of such termination. The following Sections of this Agreement will survive the termination of this Agreement for any reason: 8, 9, 10, 11, 13, 14 and 15, as well as any licenses or other grants of rights specified herein as perpetual or irrevocable.

13. TERMS OF USE AND PRIVACY POLICY. The terms of the TravelStorysGPS Privacy Policy available on the Platform (the “**Privacy Policy**”) will apply to all personally identifiable and non-personally identifiable information of the Client collected or obtained by TravelStorysGPS. Notwithstanding anything in the Privacy Policy, TravelStorysGPS will have the right to collect and use non-personally identifiable information (information that does not identify an entity or natural person as the source thereof) resulting from the Client’s access to the Platform and the operation of the Services. All such information will be solely owned by TravelStorysGPS and may be used by TravelStorysGPS for any lawful business purpose without a duty of accounting, provided that the information is used only in an aggregated form, without directly identifying the Client or any other user of the Platform as the source thereof.

14. TAXES. No party to this Agreement will be liable to any other party to this Agreement for any federal, state, local, municipal, or other governmental taxes now or hereafter imposed on any party to this Agreement. Each party agrees and acknowledges that it will be responsible for all of its own taxes, insurance, and other benefits, and all salaries, benefits, and other costs of its employees.

15. ADDITIONAL TERMS.

15.1 Entire Agreement. This Agreement, the Exhibits attached hereto, the Statement of Work, the Content Submission Schedule, and the Work Plan constitute the entire agreement of the Parties and the provisions hereof will supersede any and all prior agreements or understandings relating to the same subject matter.

15.2 Notices. TravelStorysGPS may provide notices to the Client under this Agreement by the e-mail address or mailing address (with delivery confirmation) the Client has provided below (or any replacement address the Client provides to TravelStorysGPS). Unless otherwise agreed to in writing by the Parties, the Client will provide notice to TravelStorysGPS under this Agreement by mail only (with delivery confirmation) to the address for TravelStorysGPS provided at www.TravelStorysGPS.com or otherwise provided by TravelStorysGPS. Notices will be deemed received upon actual receipt by the recipient, upon confirmation of delivery or, in the case of e-mail, three days following the date of which email is sent by TravelStorysGPS. Parties are responsible for keeping the parties’ email address and other contact information updated.

15.3 Severability. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15.4 Modification and Waiver. This Agreement may not be modified except upon mutual written agreement of both Parties. The waiver of a breach of any provision of this Agreement will not operate as a waiver of any other provision or any subsequent breach.

15.5 Successors and Assigns. This Agreement is personal to the Client and the Client may not assign or transfer this Agreement or its obligations hereunder without the prior written consent of TravelStorysGPS. Any attempt to assign or transfer this Agreement by the Client will be null and void. TravelStorysGPS may assign or transfer this Agreement upon notice to the Client. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective heirs, successors, assigns and personal representatives.

15.6 Relationship. The Parties are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, franchise arrangement, agency relationship, or joint venture between or among them.

15.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming (without regard to the laws of conflict of any jurisdiction) as to all matters, including, without limitation, matters of validity, interpretation, construction, effect, performance, and remedies. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a state or federal court in Teton County, Wyoming (or any court having jurisdiction over the state or federal courts located in Teton County, Wyoming), and each of the Client and TravelStorysGPS irrevocably submits to the jurisdiction and venue of such courts.

15.8 Injunctive Relief. Any breach by a party of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to the non-breaching party for which there may be no adequate remedy at law, and such non-breaching party is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

15.9 Attorneys' Fees. In the event of any dispute between the Parties involving this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

15.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows.]

The Parties have read and agree to be bound as of the Effective Date by the terms of this Agreement.

TRAVELSTORYGPS

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notice:

Address for Notice:

Email: Contracts@Travelstorysgps.com

Email:

Telephone: (307)207-2290

Telephone:

**(CLIENT) – TRAVELSTORYSGPS TRAVELSTORYS WEBSITE PLUGIN™
LICENSE AGREEMENT**

This is a License Agreement between Price City, Utah (“You”) and TravelStorysGPS, LLC, a Wyoming limited liability company (“TravelStorysGPS” or “We”) that governs your use of the TravelStorys Website Plugin™ Software, together with any updates or enhancements to it, and accompanying documentation, (the “Software”) and TravelStorysGPS content together with any updates and enhancements to it, (the “Content”) that we make available to you through the software. The Effective Date of this Agreement is 1/30/21. If you install or use the Software or Content, you will be bound by the terms and conditions of this License Agreement:

1. Use of the Software and Content. We hereby grant you a limited, nonexclusive, non-transferable, non-sublicenseable, revocable license to install and use the Software solely to display the end user interface of the Software (in object code only) and Content on your website in the format and configuration as determined by TravelStorysGPS.

2. License Fee. Within thirty (30) days of the Effective Date, you will pay TravelStorysGPS a license fee of \$250, which will cover Software for one tour pursuant to your current Client Agreement with TravelStorysGPS, and for installation on up to one website. In the event that we terminate this Agreement within 12 months of the Effective Date we will refund to you a pro rata amount of the License fee based on the number of days left before the 12-month anniversary of the Effective Date. In the event we terminate based on your breach of this Agreement, there will be no refund. We reserve the right to implement service fees and or an annual license fee after the first twelve months of this Agreement.

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a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT INSTALLATION AND USE OF, AND ANY OTHER ACCESS TO, THE SOFTWARE AND CONTENT IS AT YOUR SOLE RISK. THE SOFTWARE AND CONTENT IS DELIVERED TO YOU “AS IS” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TRAVELSTORYSGPS, ITS LICENSORS AND DISTRIBUTORS, AND EACH OF THEIR RESPECTIVE AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE “RELEASED PARTIES”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A RELEASED PARTY OR AN AUTHORIZED REPRESENTATIVE OF A RELEASED PARTY WILL CREATE A WARRANTY. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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IN ANY CASE, ANY RELEASED PARTY'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL BE LIMITED TO \$50.00. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8. Indemnification. You are liable for and will defend, indemnify, and hold harmless the Released Parties and their officers, directors, agents, and employees, from and against any liability, loss, damage, cost, or expense (including reasonable attorneys' fees) arising out of your use of the Software and Content, violation of the Agreement, violation of applicable law, or violation of any right of any person or entity, including without limitation intellectual property rights.

9. Amendment; Conflicts. We may amend this License Agreement at our sole discretion by posting the revised terms on the TravelStorysGPS website (<http://www.travelstorys.com>). Your continued use of the Software after any amendment's effective date evidences your agreement to be bound by it. The terms of this License Agreement govern the Software, Content, and any updates or upgrades to the Software or Content that we may provide that replace or supplement the original Software or Content, unless the update or upgrade is accompanied by a separate license, in which case the terms of that license will govern.

10. Governing Law; Venue. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined exclusively by the laws of the State of Wyoming, without regard to conflict of laws principles. Any action at law or in equity arising out of this Agreement filed by either party shall be brought exclusively in the state or federal court in Teton County, Wyoming and shall be governed by the laws of the State of Wyoming.

UNDERSTOOD AND AGREED:

TravelStorysGPS, LLC

Price City, Utah

By: _____

By: _____

Name: Story Clark

Name:

Title: CEO

Title:

Date:

Date:



Carbon County Office of Tourism Enhancement MOU

Whereas Carbon County Office of Tourism conducts a public/private partnership program known as the Carbon County Office of Co-Op Marketing Program.

And whereas, an objective of the Carbon County Co-Op Marketing Program is to leverage county and co-op partner funding to attract out-of-county visitors to Carbon County to increase tourism expenditures.

And whereas, Helper City & Price City (Joint Applicants) have been qualified by the Carbon County Tourism Council to receive \$5,000.000 as follows: 100% of funds upon Carbon County Office of Tourism receiving signed MOU from the applicant as indicated in your application.

If the initial funds are not requested within 30 days of the project start date as indicated in your application, all Co-op funding for this project will be forfeited.

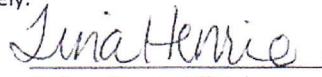
Therefore, be it resolved that the Carbon County Office of Tourism Helper City & Price City hereby enter into a public/private partnership in the amount of \$5,000.00

The Carbon County Office of tourism pledges the following to the partnership:

1. 100% of the Tourism Council approved amount will be paid upon receiving signed MOU and invoice from the applicant, but in no case earlier than 120 days prior to your project start date.
2. To review submitted projects within 5 business days.
3. Helper City & Price City, pledges the following:
 1. To comply with the Carbon County Cooperative Tourism Enhancement Grant Guidelines.
 2. In the event of modifications due to matching funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, to provide Carbon County Office of Tourism with a written summary of such changes immediately for approval before implementing requested changes.
 3. **To provide all project related vendor invoices and final report of results within 90 days of completion of the project as outlined in the guidelines.**

It is understood and accepted that should the proposed project not be completed as outlined in your application and according to the program guidelines, all Cooperative Marketing funds for this project must be returned to the Carbon County Office of Tourism immediately.


Helper City Official Date 12/26/2020

 12/16/2020
Carbon County Official Date

Price City Official Date

Account No: 3543
 Business Activity: 454
 Fee: 750
 Copy to Recorder: 1-12-21
 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>Learning the Accounting Cycle LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>935 N 300 E</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: _____	
Business Telephone: <u>(435) 650-6607</u>	Business E-mail: <u>henning.olsen@usu.edu</u>	Business Fax: _____	
Mailing Address (if different): _____		City: _____	State: _____
Property Owner's Name: _____		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>Jan 1 2021</u> Business Hours: From _____ To _____ M T W TH F S SU (please circle)			
Detailed Description of Business: <u>Sell book & ebook on internet</u> <u>Sell a book to USU students through USU book store in Logan UT</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	

Account No: 3544
 Business Activity: 5312
 Fee: 150
 Copy to Recorder: _____
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____



BUSINESS LICENSE APPLICATION

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

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

Business Information					
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change					
Business Name (include DBA): <u>Real Estate Titans LLC</u>					
If Name Change, list previous name: <u>N/A</u>					
Business Address: <u>95 E Main St</u>				Suite/Apt. No.: 	
City: <u>Price</u>		State: <u>UT</u>		Zip Code: <u>84501</u>	
Business Telephone: <u>(801) 641-5435</u>		Business E-mail: <u>casagwilsonrealty@gmail.com</u>		Business Fax: <u>NA</u>	
Mailing Address (if different):			City:		State:
Property Owner's Name: <u>Julie Jarvis (June O Axelgard Trust)</u>			Property Owner's Telephone: <u>(801) 310-4694</u>		
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)					
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal					
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other <u>Real Estate</u>					
Opening Date: <u>Feb 1, 2021</u> Business Hours: From <u>9:00 am</u> To <u>5:00 pm</u> <u>M</u> <u>T</u> <u>W</u> <u>T</u> <u>F</u> <u>S</u> <u>SU</u> (please circle)					
Detailed Description of Business: <u>Real Estate Titans provides full service realtor services including real estate sales & property management</u>					
Commercial Square Feet: <u>2,000</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.					
☐ Alcoholic Beverages		☐ Eating Establishment		☐ Amusement Center	
☐ Pawnbroker		☐ Sexually Oriented Business		☐ Taxi Cab	

Count No: 3540
Business Activity: 754
Fee: 150
Copy to Recorder 7-14-2021
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: 12-14-2020



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): VB, Inc.			
If Name Change, list previous name:			
Business Address: 45 E. Main St.		Suite/Apt. No.:	
City: Price	State: UT	Zip Code: 84501	
Business Telephone: (435) 637-9665		Business E-mail: wendy@vanbureninc.com	
Business Fax:			
Mailing Address (if different):		City:	State:
		Zip Code:	
Property Owner's Name: Marlene Ghirardelli		Property Owner's Telephone: (435) 637-8931	
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: 6/14/2019 Business Hours: From 9:30 am To 5:00 pm MTWTFSS SU (please circle)			
Detailed Description of Business: eCommerce Retail Sales operating in the back of Zooks Solutions Inc.			
Commercial Square Feet: 100	No. of Arcade Games, Pool Tables, Etc.: 0	No. of Vending Machines: 0	No. of Mobile Home Spaces: 0
No. of Rental Units: 0	No. of RV Spaces: 0	No. of Motel Rooms: 0	No. of Beds: 0
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy):	
State License No. (Include copy)		State License Type	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.			
☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab			
☐ Pawnbroker ☐ Sexually Oriented Business			

Price City Police Department Travel Request and Authorization

Date: January 13th, 2021

Employee: Art Parry

Purpose of Travel: Advanced Roadside Impaired Driving Enforcement

Agency Sponsoring Activity: POST

Destination: Nephi, UT

Dates employee will be involved in training (include travel time): February 16-17

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: \$ 90.00

Lodging: 1 night x \$44.24 \$ 44.24
On Visa

Registration Fees: \$ Free

Other Expenses: _____ \$ _____

Total (estimate): \$ 134.24

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on _____

OFFICER,
ARTHUR PARRY



ARIDE: A Training Option Bridging the GAP Between SFST and DRE

The Advanced Roadside Impaired Driving Enforcement (ARIDE) program was developed by the National Highway Traffic Safety Administration (NHTSA) with input from the International Association of Chiefs of Police (IACP) Technical Advisory Panel (TAP) and the Virginia Association of Chiefs of Police. ARIDE was created to address the gap in training between the Standardized Field Sobriety Testing (SFST) and the Drug Evaluation and Classification (DEC) Program.

The SFST program trains officers to identify and assess drivers suspected of being under the influence of alcohol while the DEC Program provides more advanced training to evaluate suspected drug impairment. The SFST assessment is typically employed at roadside, while an officer trained as a drug recognition expert (DRE) through the DEC Program conducts a drug evaluation in a more controlled environment such as a detention facility.

The ARIDE program was designed to bridge the gap between the SFST program and the DEC program by providing field officers with general knowledge related to drug impairment, and promoting the use of a DRE in drug impairment cases. Students enrolled in the ARIDE program will be **required** to demonstrate proficiency in SFST testing. Another focus of the ARIDE program is obtaining the proper biological sample for impairment cases. This is a 16 hour training course, taught in two days. Enrollment in this class is limited to 30 students. The course manual is electronic so please bring a computer to class. There is a link to the manual in the class posting on the ACAIDS Portal. **There is no cost for this training.**

Contact Sergeant Jared Cornia with questions or for more information at jcornia@utah.gov (801)783-6671

To register for this class log into the POST ACADIS portal and search under training for UHP classes. Your agency training coordinator can sign you up, or contact Heidi Dunn at heididunn@utah.gov

Next course: Juab County Building
Date: February 16-17th, 2021
Time: 0900-1700
Location: 160 North Main Street
Nephi, UT 84648

4424

Price City Police Department Travel Request and Authorization

Date: January 15th, 2021

Employee: Nick Parker

Purpose of Travel: Advanced Search and Seizure, Advanced Traffic Stops, and Bulletproof
Report Writing Training

Agency Sponsoring Activity: Springville Police Department

Destination: Springville, Utah

Dates employee will be involved in training (include travel time): January 26-28

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: \$ 135.00

Breakfast, Lunch, and Dinner @ \$45.00 x 3 days

Lodging: \$ _____

Registration Fees: \$ 379.00

Other Expenses: _____ \$ _____

Total (estimate): \$ 514.00

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on _____

Price City Police Department Travel Request and Authorization

Date: January 15th, 2021

Employee: Brandon Rigby

Purpose of Travel: Advanced Search and Seizure, Advanced Traffic Stops, and Bulletproof
Report Writing Training

Agency Sponsoring Activity: Springville Police Department

Destination: Springville, Utah

Dates employee will be involved in training (include travel time): January 26-28

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: \$ 135.00

Breakfast, Lunch, and Dinner @ \$45.00 x 3 days

Lodging: \$ _____

Registration Fees: \$ 379.00

Other Expenses: _____ \$ _____

Total (estimate): \$ 514.00

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on _____

SEARCH & SEIZURE TRAINING ANNOUNCEMENT

**REGISTER
NOW!**

OFFICERS
NICK PARKER
&
BRANDON RIGBY

Springville, Utah

Hosted by Springville Police Department

Advanced Search & Seizure

This is the premier Blue to Gold Course and the only Nationally Certified search and seizure training by IADLEST. This course is designed for experienced law enforcement officers who already possess knowledge and experience in search and seizure law.

Tuesday, January 26, 2021 | Time: 8:30 - 5:00 | Cost: \$159

Advanced Traffic Stops

This class picks up where Advanced Search & Seizure leaves off. You'll learn about the many search and seizure issues you face when dealing with vehicles. Master traffic stops with this class.

Wednesday, January 27, 2021 | Time: 8:30 - 5:00 | Cost: \$159

Bulletproof Report Writing

Police officers need solid fundamentals that will help them write defensible police reports, that will allow prosecutors to charge defendants without asking for follow-up information.

Thursday, January 28, 2021 | Time: 8:30 - 5:00 | Cost: \$159

Attend All Three Days for \$379

Credit cards and purchase orders accepted. Payment is not required before class.

**Nationally
Certified Instructors**

TRAINING DETAILS

Where: Springville PD
110 South Main Street
Springville, UT 84663

Register: Bluetogold.com/training

Credit: UT POST

Publisher of the Nation's best-selling
police legal references

Register Today! Visit BlueToGold.com



Blue to Gold, LLC

✉ Training@BlueToGold.com



Price City Police Department Travel Request and Authorization

Date: January 15th, 2021

Employee: Shawn Sackett

Purpose of Travel: Law Enforcement Leadership Course

Agency Sponsoring Activity: POST and SLCC

Destination: _____

Dates employee will be involved in training (include travel time): Spring Semester 2021

Expenses will be reimbursed to the City by: _____

Method of Travel:

City Vehicle (gas) \$ _____

Personal Vehicle (gas)

_____ miles x _____ cents per mile = \$ _____

Meals: \$ _____

Lodging: \$ _____

On Visa

Registration Fees: \$ 650.50

Tuition and Student Fees: \$595.50

Class Supplies: \$15.00

Admission Fee: \$40.00

Other Expenses: _____ \$ _____

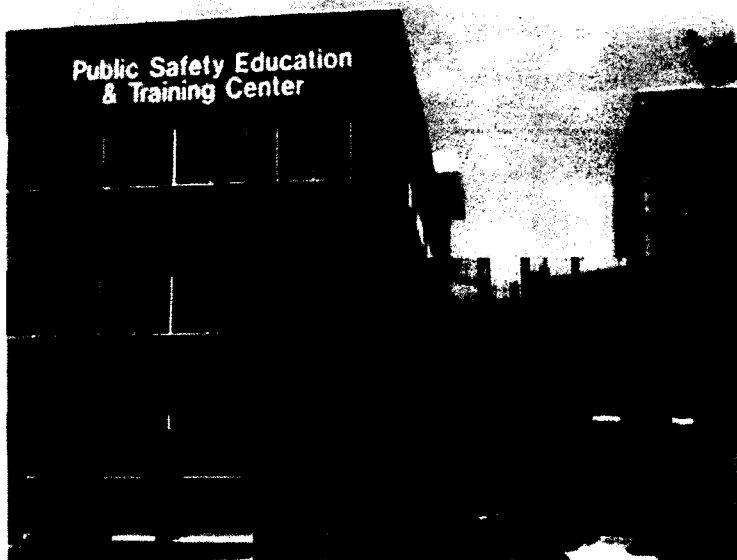
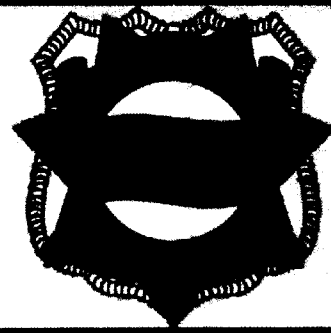
Total (estimate): \$ 650.50

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on _____

Future Leaders...

Join Our Criminal Justice Leadership Course Today!



A recent survey found Utah law enforcement chief executives are seeking professional leadership development opportunities for their middle and command-level officers. In a collaborative effort, Salt Lake Community College (SLCC), Peace Officers Standards and Training (POST), and the Utah Peace Officers Association (UPOA) have developed CJ 2020, a command level college course, which is timely, relevant, and cost effective.

Timely topics:

- ▶ *Leadership theories*
- ▶ *Qualities of effective leadership*
- ▶ *Values*
- ▶ *Interpersonal relationships*
- ▶ *Performance Evaluations vs. Performance Previews*
- ▶ *Officer Wellness*
- ▶ *Moral, Ethical, and Effective Leadership*
- ▶ *Contemporary American Policing Problems*
 - *Race Relations and Implicit Bias*
 - *Community Outreach*
 - *Procedural Justice*
 - *Considering Use of Force*

For additional program information visit our website <http://www.slcc.edu/satts/programs/criminal-justice-leadership.aspx> or scan the QR code.





Utah Department of
Public Safety

Menu

Law Enforcement Leadership Course Available

Law Enforcement Leaders:

Following through on your requests, and using your advice, Salt Lake Community College, Utah POST, and the Utah Peace Officers Association have worked together to develop a college-level "Law Enforcement Leadership" course.

Beginning in **January, 2021**, developing leaders in law enforcement have the opportunity to participate in a semester-long, 3-credit hour course, similar to the matriculated, college rigor, and credit-bearing courses offered at the Northwestern University's Center for Public Safety and the FBI National Academy (University of Virginia).

Restricted to current criminal justice system employees, these classes will meet each week via live, internet broadcast, so they can be "attended" from anywhere. As with all college courses, it will require individual and/or group work (via internet) outside the class time. Course content includes current and relevant information and skills development that will provide emerging leaders with tools to step confidently into increasingly responsible positions of leadership in police organizations. Participants will learn to collaboratively address the "wicked problems" our criminal justice system is currently facing.

Cost for the class is less than \$600 per student! Fulltime Law Enforcement Officers may qualify for Utah's Public Safety Officer Career Advancement Reimbursement (PSOCAR) Program – up to 50% tuition and fees.

Please consider the [attached information sheet](#) and carefully select a candidate from your agency to enroll in this course. Registration is open NOW!

Sincerely,

-Major J. Scott Stephenson, Director, Peace Officers Standards & Training
-Capt. Gary F. Cox (ret.), Assoc. Dean, SLCC Institute of Public Safety
-Michael A. Galieti, EdD, Executive Director, Utah Peace Officers Association

If you found this news entry interesting, please consider sharing it through your social network.

