

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
SHERRIE GORDON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



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

PRICE CITY COUNCIL

City Council

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 11/10/2021. 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 Marsing
5. PUBLIC COMMENT
6. 2021 GENERAL ELECTION CANVASS - Authorization for the City Council and City Recorder to serve as the Board of Canvassers and approve the 2021 General Election results.

CONSENT AGENDA

7. MINUTES
 - a. October 27, 2021 City Council Meeting
8. THIRD AMENDMENT TO PUBLIC DEFENDER CONTRACT 2011 - Consideration and possible approval of the Third Amendment to the Price City Public Defender Contract 2011.
9. ASSIGNMENT AGREEMENT - Consideration and possible approval of an Assignment Agreement for the Price City Public Defender Contract 2011 to Travis Blackburn.
10. HORSE BUTTE WIND REC EXCHANGE - Consideration and possible approval to exchange the Horse Butte Wind RECs for other wind RECs to include cash compensation.
11. OUTSIDE WATER-USER AGREEMENT - Consideration and possible approval of an Outside Water-User Agreement for Bonner Alexander at 1155 North Carbonville Road.
12. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Digitized Inc Co. at 302 N 300 E, Lotus House of Cosmetic Health at 790 N Cedar Hills Dr., and Smart Style at 255 S HWY 55.
13. UNFINISHED BUSINESS

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to ETV10 News. The agenda was also posted in City Hall, the City's website at www.priccityutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

Minutes of the Price City Council Meeting
City Hall
Price, Utah
October 27, 2021 at 5:30 p.m.

Present:

Mayor Kourianos
Councilmembers:
Rick Davis
Amy Knott-Jespersen
Boyd Marsing
Terry Willis

Sherrie Gordon, City Recorder
Miles Nelson, Public Works Director
Brandon Sicilia, Police Chief
Nick Tatton, Community/Human Resources Director

Staff/Others: See Public Meeting Sign-In Sheet

Excused: Councilmember Miller

1. Mayor Kourianos called the regular meeting to order at 5:30 p.m. Pastor David Holland with The Potters House Christian Fellowship Church offered a word.
2. Mayor Kourianos led the Pledge of Allegiance.
3. Roll was called with the above Councilmembers and staff in attendance. Councilmember Miller was excused.
4. SAFETY SECONDS – Mayor Kourianos talked about Halloween safety. Trick or treaters need to make sure they can be seen on sidewalks and when crossing streets. Parents should inspect the candy.
5. PUBLIC COMMENT – Commander David Jelin, American Legion Commander, Price Post 3, District 5 Southeast Utah, talked about the activities for Veterans Day, November 11, 2021. They will host a Veterans Day walk at 10 a.m. beginning at the corner of 3rd East and Main Street, and proceed along Main Street to the Peace Garden. The Veterans Day Ceremony will begin at 11 a.m. The Utah State University Eastern campus will be providing breakfast burritos beginning at 8:30 a.m. He also commented on the flag drop box inside City Hall. All flags can be placed in the drop box for the flag retirement ceremony held in June.
6. ANNUAL PLANNING COMMISSION APPOINTMENTS - Consideration and possible approval of the reappointment and swearing in of Richard Root and the appointment and swearing in of Kyle Heffernan and Renee Swinburne to the Price City Planning and Zoning Commission.

Nick Tatton introduced the three applicants.

MOTION. Councilmember Willis moved to approve the reappointment of Richard Root and the appointment of Kyle Heffernan and Renee Swinburne to the Price City Planning and Zoning Commission. Motion seconded by Councilmember Marsing and carried.

The City Recorder administered the Oath of Office. The Mayor and Council thanked them for volunteering to serve.

CONSENT AGENDA – Councilmembers Willis moved to approve consent agenda items 7 through 12. Motion seconded by Councilmember Knott-Jespersen and carried.

7. MINUTES –
 - a. October 13, 2021 City Council Workshop
 - b. October 13, 2021 City Council Meeting
8. WATER ASSISTANCE PROGRAM - Consideration and possible approval of the Memorandum of Understanding Between Utah Department of Workforce Services and Price Municipal Corporation for the Water Assistance Program.
9. NATIONAL FAMILY LITERACY DAY PROCLAMATION - Consideration and possible approval for Price City to recognize November 1, 2021 as National Family Literacy Day.
10. DESERT WAVE POOL UTILITY DOOR AND STORAGE PROJECT - Consideration and possible approval to accept the bid from Flawless Sheeting to complete the Desert Wave Pool Utility Door and Storage project. The bid is within the amount budgeted for the project.

11. BUSINESS LICENSES - Consideration and possible approval of business licenses for: Chrysalis Utah LLC – House 09 at 309 E 300 N, G3 Solar LLC at 272 W 200 N Ste 200, Lindon, UT and Meaningful Mindz LLC at 15 E Main Street.
12. TRAVEL REQUESTS - Consideration and possible approval of travel requests for:
Kelly Maynes and Brandon Rigby, Police Department - Sexual Assault Investigations Training, November 15-17, 2021, Vernal, UT.
Bret Cammans, Customer Services Department - UAMPS Monthly Directors Meeting, November 16-17, Salt Lake City, UT.
Mayor Kourianos, Councilmember Knott-Jespersen, Nick Tatton-Community/Human Resources Director, and Bret Cammans, IT/Customer Service Director - "Main Street 101" Training Session, November 9, 2021, Salt Lake City, UT.
13. UNFINISHED BUSINESS – No unfinished business discussed.

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

MOTION. Councilmember Davis moved to close the regular City Council. Motion seconded by Councilmember Marsing and carried.

The regular City Council meeting was adjourned at 5:42 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Sherrie Gordon, City Recorder

**THIRD AMENDMENT TO PRICE CITY
PUBLIC DEFENDER CONTRACT OF 2011**

This Third Amendment is made and entered into by and between PRICE CITY, a Municipal Corporation, of 185 East Main, PO Box 893, Price, Utah 84501, hereinafter referred to as "Price City", and Travis Blackburn of 461 East Main Street, Price, Utah 84501, hereinafter referred to as "Attorney".

WHEREAS, the Price City Public Defender Contract 2011 ("Original Contract") was entered into by and between the original parties as of November 7th, 2011; and,

WHEREAS, an Amendment to the Price City Public Defender Contract 2011 ("Amended Contract") was entered into by and between the parties on March 14th, 2012; and,

WHEREAS, a Second Amendment to the Price City Public Defender Contract 2011 ("Second Amended Contract") was entered into by and between the parties on March 23rd, 2016; and,

WHEREAS, pursuant to the Second Amended Contract, Price City paid Attorney for services rendered during the period of March 23rd, 2016 through December 1st, 2021 the sum of \$3,000 per month; and,

WHEREAS, the parties have determined that an increase in the monthly fee paid to Attorney is necessary as a result of an increase in the number of cases upon which Attorney is appointed; and,

WHEREAS, Price City has determined that an increase in the monthly fee paid to Attorney from \$3,000 per month to \$5,100 per month is necessary and justified;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. That commencing with the payment due to Attorney for the December 2021, and continuing thereafter, Price City shall remit payment to Attorney in the amount of \$5,100 per month.
2. The parties shall continue to monitor and review the number of cases upon which Attorney is appointed to ensure that public defender services are provided in an efficient and cost-effective manner.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Price City Public Defender Contract of 2011 on this _____ day of _____, 2011.

PRICE CITY, A Municipal Corporation

By: Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder

ATTORNEY:

By: Travis Blackburn

Assignment of Price City Public Defender Contract 2011

FOR VALUE RECEIVED, **Price City** ("Assignor") hereby assigns and otherwise transfers to **Travis Blackburn** ("Assignee") all rights, title, and interest held by Assignor in and to the contract described as follows:

"Price City Public Defender Contract 2011" effective November 7, 2011, between Price City, Utah and Don Torgerson, Attorney at Law, and concerning Price City Public Defender legal services provided by Price City to indigent clients in the Carbon County Justice Court to the Seventh District Court. (Copy attached)

Assignor warrants and represents that the contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer the contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim. The contract has been modified with: (1) Amendment to the Price City Public Defender Contract 2011, dated March 14, 2012; and, (2) Second Amendment to Price City Public Defender Contract 2011, dated March 23, 2016; and (3) Third Amendment to Price City Public Defender Contract. (Copies attached)

Assignee assumes and agrees to perform all remaining obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee will be entitled to all monies remaining to be paid under the contract, which rights are also assigned by this Assignment.

This Assignment will be effective beginning December 1, 2021 and will be binding upon and inure to the benefit of the parties, their successors, and assigns.

Dated: _____

Assignor:

Michael Kourianos, Mayor

ATTEST:

Sherrie Gordon, City Recorder
Assignee

Dated: _____

By: _____
Travis Blackburn

ORIGINAL PRICE CITY PUBLIC DEFENDER CONTRACT 2011

COPY

PRICE CITY PUBLIC DEFENDER CONTRACT
2011

Public Defender Contract: For and in consideration of payments to be made by PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "Price City", CHIARA & TORGERSO, PLLC, hereinafter referred to as "Attorney", agrees to act as Price City's Public Defender and to carry out to the best of Attorney's ability, experience and talents all of the duties imposed upon Attorney by this Contract.

Scope of Work: Price City hereby hires Attorney, as an independent contractor, to act as a public defender. Attorney hereby agrees to such hiring. Attorney shall defend all persons who have been deemed indigent by a Court of competent jurisdiction in all criminal actions brought in the name of Price City and pursuant to Utah law regarding the defense of indigent persons, including all appeals taken from the Carbon County Justice Court to the Seventh District Court. Attorney shall provide services to all clients in a professional skilled manner, consistent with Utah Supreme Court's Rules of Professional Practice, including the Rules of Professional Conduct. Attorney shall devote such time as may be required to properly and professionally represent indigent defendants who Attorney is appointed to represent. Attorney shall attend court when required and shall be available to meet with indigent clients at the Attorney's office or at the Carbon County Jail prior to court and to be available by phone at other times for consultation. This Contract shall also include Attorney representing all defendants whose cases have not been concluded as of the effective date of this Contract, by those attorneys who have previously been appointed by a Court.

Qualifications: Attorney shall satisfy the minimum requirements for practicing law in the State of Utah as determined by the Utah Supreme Court. A minimum of six credit hours of Attorney's required continuing legal education ("CLE") credits every two years shall be spent in courses relating to criminal law practice. Attorney agrees to provide Price City with written verification of compliance of the CLE requirements of this Contract within thirty days following Attorney's deadline to file his/her CLE report with the Utah State Bar Association. Attorney's requirement to obtain criminal law practice CLE credits shall not, in any event, be required prior to one year following the effective date of this agreement.

Compensation: Price City shall pay Attorney for Attorney's services, Eighteen Thousand Dollars (\$18,000.00) per year in monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) per Price City's regular accounts payable system. The fees for the first or last partial month(s) that this Contract is in effect shall be prorated on a daily basis and all monthly payments shall be paid within fifteen (15) days following the end of each month that this Contract is in effect.

Scheduling:

Justice Court: Price City, in cooperation with the Carbon County Justice Court Judge, agrees to consolidate the law and motion calendar for Attorney's defendants to Thursday mornings. Trials will be scheduled on Thursday afternoons.

COPY

District Court: Regarding indigent defendants represented by Attorney in the Seventh District Court, the law and motion calendars are typically scheduled on Monday mornings and preliminary hearings and trials are scheduled by each Seventh District Court Judge and the attorneys.

Term: This Contract shall commence on November 1, 2011, and shall continue indefinitely thereafter unless terminated as provided for hereafter.

Independent Contractor: No relationship of employer and employee is created by this Contract, it being understood that Attorney will act hereunder as an independent contract, and Attorney shall have no claim, under this Contract or otherwise, against Price City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability or unemployment insurance benefits or employee benefits of any kind except as stated above. Attorney shall provide, at no expense to Price City, any necessary support equipment, library and personnel, including outside third party conflict counsel, to timely and professionally fulfill the obligations of this Contract.

Conflict of Services: In the event that Attorney shall have a conflict of interest in providing public defender services under this Contract, then Attorney shall immediately advise the Price City Attorney.

Waiver and Modification: No waiver or modification of this Contract, or any portion thereof, shall be valid unless in writing and duly executed by the party to be charged herewith.

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

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

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

Complete Agreement: This Contract contains the complete agreement between the parties. Each of the parties acknowledges that he/she has relied on his/her own judgment in entering into this Contract.

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COPY

IN WITNESS WHEREOF, the parties have executed this Contract on this 7th day of November, 2011, in duplicate original form.

PRICE CITY, a Municipal Corporation



By: [Signature]
Joe L. Piccolo, Mayor

Attest:

[Signature]
Laurie Tryon, City Recorder

Approved as to Form:

[Signature]
Nick Sampinos, Price City Attorney

ATTORNEY:

CHIARA & TORGERSO, PLLC

By: [Signature]
Samuel P. Chiara

By: [Signature]
Don M. Torgerson

AMENDMENT TO PUBLIC DEFENDER CONTRACT OF 2011

AMENDMENT TO PRICE CITY PUBLIC DEFENDER CONTRACT
2011

COPY

This Amendment is made and entered into by and between PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "Price City", and CHIARA & TORGERSON, PLLC, hereinafter referred to as "Attorney", of 453 East Main, #100, P.O. Box 955, Price, Utah 84501.

WHEREAS, the Price City Public Defender Contract 2011 ("Original Contract") was entered into by and between the parties as of November 7, 2011; and

WHEREAS, pursuant to the Original Contract, Attorney has been providing public defender services for indigent defendants who are charged in misdemeanor criminal cases filed by the Price City Attorney's Office; and

WHEREAS, pursuant to the Original Contract, Price City has paid Attorney for services rendered during the months of November and December, 2011 and January and February, 2012 in the sum of \$1,500.00 per month; and

WHEREAS, the parties have determined that an increase in the monthly fee paid to Attorney is necessary as a result of an unanticipated larger number of cases upon which Attorney has been appointed; and

WHEREAS, Price City has determined that an increase in the monthly fee paid to Attorney from \$1,500.00 per month to \$2,250.00 per month is necessary and justified;

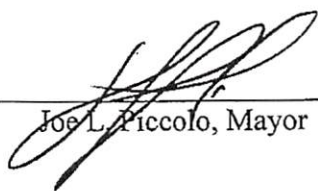
NOW, THEREFORE, the parties hereto agree as follows:

1. That commencing with the payment due to Attorney for March, 2012, and continuing thereafter, Price City shall remit payment to Attorney in the amount of \$2,250.00 per month.
2. The parties shall continue to monitor and review the number of cases upon which Attorney is appointed to ensure that public defender services are provided in an efficient and cost effective manner.

IN WITNESS WHEREOF, the parties have executed this Amendment to Original Contract on this 14th day of March, 2012 in duplicate original form.

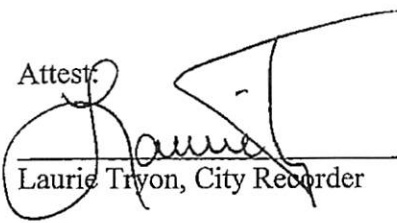
PRICE CITY, a Municipal Corporation

By: _____


Joe L. Piccolo, Mayor

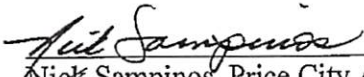
COPY

Attest:


Laurie Tryon, City Recorder

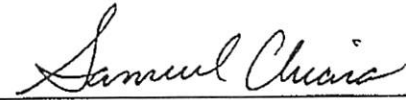


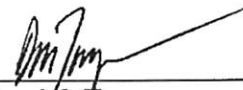
Approved as to Form:


Nick Sampinos, Price City Attorney

ATTORNEY:

CHIARA & TORGERSON, PLLC

By: 
Samuel P. Chiara

By: 
Don M. Torgerson

SECOND AMENDMENT TO PUBLIC DEFENDER CONTRACT OF 2011

**SECOND AMENDMENT TO PRICE CITY
PUBLIC DEFENDER CONTRACT OF 2011**

COPY

This Amendment is made and entered into by and between PRICE CITY, a Municipal Corporation, of 185 East Main, P.O. Box 893, Price, Utah 84501, hereinafter referred to as "Price City", and TORGERSON LAW OFFICES, P.C., hereinafter referred to as "Attorney", of 453 East Main, #100, P.O. Box 955, Price, Utah 84501.

WHEREAS, the Price City Public Defender Contract 2011 ("Original Contract") was entered into by and between the parties as of November 7, 2011; and

WHEREAS, an Amendment to the Price City Public Defender Contract 2011 ("Amended Contract") was entered into by and between the parties on March 14, 2012; and

WHEREAS, pursuant to the Original Contract and the subsequent Amended Contract, Attorney has been providing public defender services for indigent defendants who are charged in misdemeanor criminal cases filed by the Price City Attorney's Office; and

WHEREAS, pursuant to the Amended Contract, Price City has paid Attorney for services rendered during the period of March, 2012 through March, 2016 in the sum of \$2,250.00 per month; and

WHEREAS, the parties have determined that an increase in the monthly fee paid to Attorney is necessary as a result of an unanticipated larger number of cases upon which Attorney continues to be appointed; and

WHEREAS, Price City has determined that an increase in the monthly fee paid to Attorney from \$2,250.00 per month to \$3,000.00 per month is necessary and justified;

NOW, THEREFORE, the parties hereto agree as follows:

1. That commencing with the payment due to Attorney for April, 2016, and continuing thereafter, Price City shall remit payment to Attorney in the amount of \$3,000.00 per month.
2. The parties shall continue to monitor and review the number of cases upon which Attorney is appointed to ensure that public defender services are provided in an efficient and cost effective manner.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Price City Public Defender Contract of 2011 on this 23 day of March, 2016 in duplicate original form.

PRICE CITY, a Municipal Corporation

By: _____

Joe L. Piccolo, Mayor

Attest: _____

Sherrie Gordon, City Recorder



Approved as to form: _____

Nick Sampinos, Price City Attorney

ATTORNEY:

TORGERSON LAW OFFICES, P.C.

By: _____

Don M. Torgerson

THIRD AMENDMENT TO PUBLIC DEFENDER CONTRACT OF 2011

Price Renewable Energy Credits (RECs) Arbitrage Opportunity

Background:

RECs are generated by certified renewable energy generation sources for every MWh generated. RECs can then be used to meet renewable energy standards, account for renewable energy usage or sold/traded to other entities (cities, public utilities, private companies etc) that require or would like to show renewable energy use. RECs can only be used once and can not be used for multiple purposes.

RECs are valued differently based on the type of renewable energy, the location of the generation, and the time (month and year) of generation. RECs generated at the Horse Butte Wind facility (HBW) are some of the most valuable RECs in the West as wind produced RECs are valuable, and HBW is located in an area (Idaho) that is compliant with Washington renewable energy standards, otherwise known as Washington-compliant RECs.

Since Price is a member of the HBW project, it receives the RECs associated with its ownership percentage of the energy produced by the project. Price received 1,716 MWh in 2019 and 1,926 MWh in 2020 from the HBW project resulting in 1,716 WA-compliant RECs in 2019 and 1,926 WA-compliant RECs in 2020.

Arbitrage Opportunity:

RPS Advisors, a REC trading company UAMPS works with, is working with another entity that is looking for WA-compliant RECs from 2019 and 2020. RPS has asked UAMPS for these WA-compliant RECs from HBW in exchange for other wind RECs from an area (probably Wyoming) outside of the WA-complaint area plus \$1/REC.

Potential Transaction for 2019:

- UAMPS on behalf of Price transfers 1,716 HBW RECs from 2019 to RPS
- RPS transfers 1,716 wind RECs from 2019 to UAMPS on behalf of Price
- RPS sends UAMPS \$1,716 which UAMPS then sends to Price

Result:

Price ends up with the same number of wind RECs in 2019 plus an additional \$1,716

PRICE CITY OUTSIDE WATER USER AGREEMENT (Jan 2021)

This Agreement is made and entered into this 2nd day of Nov., 2021, by and between Price City, P.O. Box 893, a Municipal Corporation of the State of Utah, and hereinafter referred to as "City", and Allen Bonner Alexander

for the Property Located at:

1155 North Carbonville Rd - Price, UT 84501

WITNESSETH: hereinafter individually, jointly or severally referred to as "Outside Water User".

WHEREAS, City presently owns and operates a drinking water system that is capable of delivering water from its water treatment plant to its residents and businesses within and outside of the corporate limits of City; and

WHEREAS, there are some residents living outside the corporate limits of the City along its water distribution system commonly known as Outside Water Users, whose needs for drinking water cannot presently be met by the Price River Water Improvement District or any other water supplier: and

WHEREAS, City is willing to deliver drinking water to those residents and businesses whose properties are situated outside of City and whose water needs cannot be otherwise accommodated at this time; and

WHEREAS, the City has determined that execution of an Agreement by the City and Outside Water Users is necessary to facilitate water delivery to them.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. City hereby agrees to furnish drinking water to the undersigned Outside Water User whose property is situated adjacent to a City water distribution pipeline outside the corporate boundaries of City in Carbon County, Utah. The undersigned Outside Water User hereby expressly acknowledges that City is not obligated to furnish drinking water to users outside of its corporate boundaries and is doing so as a voluntary accommodation for the benefit of Outside Water User.
2. The undersigned Outside Water User is hereby entitled to one (1) drinking water connection to serve one residence or business. Any additional connections will require separate approval from the City. No extensions whatsoever shall be made on any main lines or service lines without City approval. Any tampering or abuse of meters, connections or pipelines, and any failure or refusal to repair or prevent loss of water, may result in cancellation of this Agreement and discontinuance of service, as determined by the City.
3. Water pipelines and appurtenances shall include the water pipelines, service laterals, valves, metering, backflow prevention, fire hydrants and other incidentals necessary to complete an operable installation from the City's water distribution pipeline. All water pipelines and appurtenances, whether on private

property, in an easement, or in the public right of way shall be constructed to City Standards and be inspected by the City Engineer and/or City Water Supervisor or their designees.

4. Water pipelines and appurtenances beyond the meter whether located within the public right of way, public utility easement, on private property, or within a private easement shall be owned, operated, repaired and maintained by the Outside Water User.
5. If a structure is more than 250 feet from a fire hydrant, it is recommended that an 8 inch water main be installed by Outside Water User followed by a 6 inch water lateral to a fire hydrant. The service lateral may be taken from the 8 or 6 inch pipeline.
6. All water use at all service connections shall be metered to account for all water used through those connections. Selection of a meter location will be at the discretion of the City. Every effort will be made to place the meter within the public right of way or public utility easement for ease of access and meter reading. The meter will remain the property of the City.
7. Outside Water User shall use water wisely and avoid waste, taking steps to promote conservation and prevention of water loss.
8. Delivery of water to Outside Water User is subject to and contingent upon the availability of water not otherwise required by water users within the City limits. The City shall not be liable for any damage resulting from its inability, for any cause whatsoever, to furnish water to the Outside Water User, for domestic use, agricultural use or fire protection, or in the event that City shuts off any water delivery, without notice, for repairs or otherwise.
9. All water service connections approved and installed for Outside Water User under the provisions of this Agreement shall establish Outside Water User as a customer of the City. All payments assessed by the City for such water use must be paid by the undersigned Outside Water User directly to City. Payments for such water use delivered through connections to separate private water company lines shall be made directly to that private water company, who will then pay the City.
10. The City will charge the undersigned Outside Water User the same rate for monthly water use as the City charges other Outside Water Users as per the Ordinances or Resolutions of City. The parties hereto further agree that the City reserves the right to change said water rates at any time should the City determine such course of action to be necessary.
11. It is further understood and agreed that the City Water Supervisor shall have access to the undersigned Outside Water User's property served hereby for the purpose of inspection or any other purpose pertaining to the said water use.
12. The parties hereto further understand and agree that the undersigned Outside Water User shall provide the City one (1) Scofield Water Share or payment of the equivalent dollar amount thereof for each connection, and shall pay to the City all the necessary fees according to current City Resolutions/Ordinances prior to installation of meters and activation of each connection.
13. This Agreement shall remain in full force and effect unless and until it is terminated by either party hereto and shall remain binding upon the parties and their respective heirs, successors and assigns.

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

PRICE CITY

By: _____
Michael Kourianos
Its: Mayor

ATTEST:

City Recorder

STATE OF UTAH)
: ss.
COUNTY OF CARBON)

On this _____ day of _____, 20____, personally appeared before me MICHAEL KOURIANOS and SHERRIE GORDON, who being by me duly sworn did say that they are the Mayor and City Recorder of Price City, respectively, and that the within and foregoing Outside Water Users Agreement was signed on behalf of Price City by authority of resolution of its City Council.

Notary Public

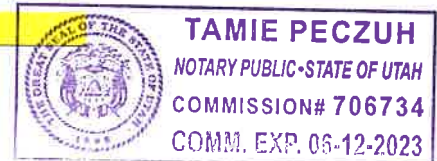
OUTSIDE WATER USER

By: _____
(Signature)

STATE OF UTAH)
: ss.
COUNTY OF CARBON)

On this 2nd day of Nov., 2021, personally appeared before me Allen Bonner Alexander personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the foregoing Outside Water Users Agreement and acknowledged to me that he/she executed the same.

Notary Public



STATE OF UTAH)
: ss.
COUNTY OF CARBON)

On this _____ day of _____, 20____, personally appeared before me, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the foregoing Outside Water Users Agreement and acknowledged to me that he/she executed the same.

Notary Public

Account No: 3590
Business Activity: 711
Fee: 150.00
Copy to Recorder: 10-27-21
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>Digitized Ink Co.</u>				
If Name Change, list previous name: <u>Digitized Ink</u>				
Business Address: <u>302N 300E</u>			Suite/Apt. No.: _____	
City: <u>Price</u>		State: <u>UT</u>		Zip Code: <u>84501</u>
Business Telephone: <u>(435) 650-5903</u>		Business E-mail: <u>DigitizedInk@gmail.com</u>		Business Fax: _____
Mailing Address (if different): _____		City: _____	State: _____	Zip Code: _____
Property Owner's Name: <u>CHRISTINE TREASE</u>			Property Owner's Telephone: _____	
Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC (Include copy of name registration with the State of Utah)				
Type of Business: ☐ Commercial ☐ Home Occupation ☐ Reciprocal				
Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other				
Opening Date: <u>11/01/21</u> Business Hours: From <u>2Y HRL</u> To <u>(MTWTFSSU)</u> (please circle)				
Detailed Description of Business: <u>COMPUTER GENERATED DESIGN & PRINTING</u> <u>ON-LINE SALES OF PRODUCTS</u>				
Commercial Square Feet: <u>0</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 Motor Homes: <u>0</u>	No. of Beds: <u>0</u>	
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax ID No. (Include copy): _____		
State License No. (Include copy): _____		State License No. (Include copy): _____		
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL FEES. Check all that apply. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Machine ☐ Taxi/Cab ☐ Pawnbroker ☐ Sexually Oriented Business				

Account No: 3589
 Business Activity: 6213
 Fee: 150.00
 Copy to Recorder: 10-27-21
 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>Lotus House of Cosmetic Health</u>			
If Name Change, list previous name: _____			
Business Address: <u>790 N. Cedar Hills Dr.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 630-9544</u>	Business E-mail: <u>kashneyjones01@gmail.com</u>	Business Fax: <u>N/A</u>	
Mailing Address (if different): _____		City: _____	State: _____ Zip Code: <u>84501</u>
Property Owner's Name: <u>Cindi Pierce</u>		Property Owner's Telephone: _____	
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)			
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>11/15/2021</u> Business Hours: From <u>8</u> To <u>5</u> M ☒ T ☒ W ☒ T ☒ F ☒ S ☒ (please circle)			
Detailed Description of Business:			
<u>perform cosmetic procedures - injecting botox and dermal filler</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	☐ Amusement Center	☐ Taxi Cab
☐ Pawnbroker	☐ Sexually Oriented Business		

Account No: 3588
 Business Activity: 8121
 Fee: 150.00
 Copy to Recorder: 10-26-21
 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>SmartStyle</u>			
If Name Change, list previous name: _____			
Business Address: <u>255 S. Highway 55,</u>			Suite/Apt. No.: _____
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 637 3552</u>	Business E-mail: <u>utbiz@venitagroup.com</u>	Business Fax: _____	
Mailing Address (if different): <u>2201 Long Prairie #107-345</u>		City: <u>Flower Mound</u>	State: <u>TX</u>
Zip Code: <u>75022</u>		Property Owner's Name: <u>Walmart</u>	
Property Owner's Telephone: <u>((435))637-3552</u>		Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC <i>(Include copy of name registration with the State of Utah)</i>	
Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other			
Opening Date: <u>04/22/2021</u> Business Hours: From <u>10 AM</u> To <u>6 PM</u> <u>M</u> <u>T</u> <u>W</u> <u>TH</u> <u>F</u> <u>S</u> <u>SU</u> (please circle)			
Detailed Description of Business: <u>Currently existing operating Hair Salon that provides haircutting and styling services in addition to sales of hair care products</u>			
Commercial Square Feet: <u>906</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 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			