

Mayor
MICHAEL KOURIANOS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

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.pricecityutah.com

PRICE CITY COUNCIL

City Council

JOE CHRISTMAN

RICK DAVIS

AMY KNOTT-JESPERSEN

BOYD MARSING

LAYNE MILLER

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 10/12/2022. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. SAFETY SECONDS
4. PUBLIC COMMENT
5. QUARTERLY SAFETY PRIZE. Drawing for the quarterly safety prize for qualifying Price City employees.

CONSENT AGENDA

6. MINUTES for 09-28-2022
7. BUSINESS LICENSE: Business license for Uptown Steakhouse Inc. at 838 Westwood Blvd. for Kevin Henderson. Business license for Best Western Castle Country, Inc. at 838 Westwood Blvd. for Kevin Henderson. Business License for Adventurous Soul Properties (Airbnb) at 119 N 200 E for Michelle Christensen. Business license for YUP Fingerprinting at 610 S Nick Ln. Business license for Piu Bella Wellness at 790 N Cedar Hills Dr. for Cindi Pierce. Business license for Ciciura Comfort at CJ's Do It Center parking lot for Amber/Steve Ciciura. Beer license application for Best Western Castle Country, Inc. at 838 Westwood Blvd. for Kevin Henderson.
8. MEMORANDUM OF UNDERSTANDING. Consideration and possible approval of a Memorandum of Understanding (MOU) for Operation, Management and Maintenance of the Community Garden Collective.
9. UNFINISHED BUSINESS

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

Price Plays Safety



Win This Blackstone Griddle w/ Hardcover

Exchange Price Plays Safety Incentive Cards You Have Earned
Individually or the Team Competition Monthly.

Each Price Plays Safety Incentive Card May Be Exchanged for 2 Tickets in
the Quarterly Drawing for the Major Safety Prize.

Tickets May Be Exchanged by Visiting Nick Tatton or Dana Young.

Next Drawing to Be Held October 1, 2022.



Minutes of the City Council Meeting
City Hall
Price, Utah
September 28, 2022

Present:

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

Jaci Adams, City Recorder
Nick Tatton, Community/Human Resources Director
Brandon Sicilia, Police Chief

Excused:

Councilmember Christman, Councilmember Miller

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:32 p.m. Mayor Kourianos led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Councilmember Davis reminded everyone to be aware of their surroundings. He reported that 70% of accidents are caused by slips, trips, and falls.

4. PUBLIC COMMENT

No public comment was received on any item.

CONSENT AGENDA

MOTION

Councilmember Marsing moved to approve agenda items 5 through 8. Councilmember Knott-Jespersen seconded and motion carried.

5. MINUTES for 09-14-2022

6. HORSE BUTTE WIND (HBW)

Consideration and possible approval of the agreement between Utah Associated Municipal Power Systems (UAMPS) and Price City for the sale of HBW Renewable Energy Credit (REC'S).

7. PLANNING GRANT AGREEMENT: DIVISION OF DRINKING WATER

Consideration and possible approval for an agreement with the Division of Drinking Water, Utah Department of Environmental Quality, for a planning grant of \$100,000.00 for a study of the City's drinking water system, including the City's water treatment plant and spring water transmission lines.

8. TRAVEL REQUESTS

Price City Police Department is requesting approval to send Cameron Sartori to POST Sex Crimes Investigations in Moab, Utah October 3 – 5, 2022.

9. UNFINISHED BUSINESS

No unfinished business was discussed.

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

Councilmember Davis moved to closed the regular City Council meeting. Councilmember Marsing seconded and motion carried.

The regular City Council meeting was adjourned at 5:34 p.m.

APPROVED:

ATTEST:

Michael Kourianos, Mayor

Jaci Adams, City Recorder

Account No: 3644
Business Activity: 7221
Fee: 350.00
Copy to Recorder: 9-26-22
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price Utah

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): Uptown Steakhouse Inc.

If Name Change, list previous name:

Business Address: 838 Westwood Blvd.

Suite/Apt. No.:

City: Price

State: UT

Zip Code: 84501

Business Telephone:
() 435-637-8880

Business E-mail:
accounting@henderson500.com

Business Fax:

Mailing Address (if different):
PO Box 728

City: Vernal

State: UT

Zip Code: 84078

Property Owner's Name: Kevin Henderson

Property Owner's Telephone: () 435-217-6811

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: 09/16/22 Business Hours: From 4pm To 10pm (M T W T F S S) SU (please circle)

Detailed Description of Business:

Restaurant

Commercial Square Feet:
5,109

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):
88-4086217

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
☐ Pawnbroker

☒ Eating Establishment
☐ Sexually Oriented Business

☐ Amusement Center

Account No: 3643
Business Activity: 7211
Fee: 550.00
Copy to Recorder: 9-22-22
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price
Utah

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>Best Western Castle Country, Inc.</u>			
If Name Change, list previous name: _____			
Business Address: <u>838 Westwood Blvd.</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: () <u>435-637-8800</u>		Business E-mail: <u>Kevin@henderson500.com</u>	
Business Fax: _____		_____	
Mailing Address (if different): <u>PO Box 728</u>		City: <u>Vernal</u>	State: <u>UT</u> Zip Code: <u>84078</u>
Property Owner's Name: _____		Property Owner's Telephone: <u>(435) 211-0811</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			
Opening Date: <u>09/16/22</u> Business Hours: From <u>12 AM</u> To <u>12 AM</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>Hotel - 151 Rooms</u>			
Commercial Square Feet: <u>89,262</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>151</u>	No. of Beds: <u>237</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): <u>88-3176835</u>	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Pawnbroker ☐ Sexually Oriented Business			

Account No: 3645
Business Activity: 7211
Fee: 150.00
Copy to Recorder: 9-26-22
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price
Utah

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>Adventurous Soul Properties</u>			
If Name Change, list previous name: _____			
Business Address: <u>119 N 200 E</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(801) 891-6245</u>	Business E-mail: <u>prismichelle@hotmail.com</u>	Business Fax: _____	
Mailing Address (if different): <u>1484 W Burbank Ave</u>		City: <u>SLC</u>	State: <u>UT</u> Zip Code: <u>84104</u>
Property Owner's Name: <u>T. Michelle Christensen</u>		Property Owner's Telephone: <u>(801) 891-6245</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 ☒ Short term rental			
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☐ Services ☒ Other <u>rental</u>			
Opening Date: <u>10/15/22</u> Business Hours: From _____ To _____ M T W T H F S S U (please circle)			
Detailed Description of Business: <u>Short term rental (Airbnb)</u>			
Commercial Square Feet: <u>1783</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>1</u>	No. of RV Spaces: <u>0</u>	No. of Motel Rooms: _____	No. of Beds: <u>4</u>
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>15422173-002-STC</u>		Federal Tax I.D. No. (Include copy): <u>88-0601821</u>	
State License No. (Include copy): <u>12615448-0140</u>		State License Type: <u>LLC</u>	
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: 3647
Business Activity: 561111
Fee: 150.00
Copy to Recorder: _____
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: _____

Price
Utah

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): DBA - YUP Fingerprinting / Your Unique Prints Fingerprinting

If Name Change, list previous name: _____

Business Address: 610 S. Nick Ln. Suite/Apt. No.: _____

City: Price State: Utah Zip Code: 84501

Business Telephone: (435) 359-6668 Business E-mail: youruniqueprints@gmail.com Business Fax: _____

Mailing Address (if different): 1240 E 100 S. Bldg 23 Ste 202 J City: St. George State: Ut Zip Code: 84790

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: 09/30/2022 Business Hours: From 10 am To 6 pm (M T W T H F) S SU (please circle)

Detailed Description of Business:

Fingerprinting, ATF Fingerprinting, FBI Background Checks, Passport Photos

Commercial Square Feet: <u>100</u>	No. of Arcade Games, Pool Tables, Etc.: <u>☒</u>	No. of Vending Machines: <u>☒</u>	No. of Mobile Home Spaces: <u>☒</u>
No. of Rental Units: <u>☒</u>	No. of RV Spaces: <u>☒</u>	No. of Motel Rooms: <u>☒</u>	No. of Beds: <u>☒</u>

State Sales Tax I.D. No. (Include copy or proof of exemption): 14023756-003-STC

Federal Tax I.D. No. (Include copy): 47-4533666

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: 3646
Business Activity: 6213
Fee: 6
Copy to Recorder: 10-3-22
CC Approval: ☐ Yes ☐ No Date: _____
License Sent: _____
Health Dept: 9-28-22

Price
Utah

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>Piu Bella Well ness</u>			
If Name Change, list previous name: _____			
Business Address: <u>790 N Cedar Hills Dr.</u> <u>Price UT</u>		Suite/Apt. No.: _____	
City: <u>Price</u>	State: <u>UT</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 609-9265</u>		Business E-mail: <u>ANTONEALR@YAHOO.COM</u>	
Business Fax: _____		Business Fax: _____	
Mailing Address (if different): <u>P.O. Box 537</u>		City: <u>Fernon</u>	State: <u>UT</u> Zip Code: <u>84523</u>
Property Owner's Name: <u>Cindi Pierce</u>		Property Owner's Telephone: <u>(435) 650-9501</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			
Opening Date: <u>Oct 22</u> Business Hours: From <u>8</u> To <u>5</u> M T W T H F S S U (please circle) <u>PRN</u>			
Detailed Description of Business: <u>Providing Foot zoning.</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): <u>11885082-004-STC</u>		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): _____		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Taxi Cab ☐ Pawnbroker ☐ Sexually Oriented Business			

Date: 10-3-22
 City: Price
 State: UT
 Zip: 84043
 Approval: ☐ Yes ☐ No Date: _____
 Signature: _____
 Title: _____

Price
Utah

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): Ciciura Comfort

If Name Change, list previous name:

Business Address: 511 West 2375 North

Suite/Apt. No.:

City: Lehi

State: UT

Zip Code: 84043

Business Telephone: (801) 995-3676

Business E-mail: Ciciura.comfort@gmail.com

Business Fax:

Mailing Address (if different): Same

City:

State:

Zip Code:

Property Owner's Name: Amber/Steve Ciciura

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: Oct 4 Business Hours: From 9 To 8 M T W T F S S (please circle)

Detailed Description of Business: We will be selling blankets in US's & it best parking lot.

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): 22510940

Federal Tax I.D. No. (Include copy): 528670208

State License No. (Include copy): 13036430-0151

State License Type: 45 Retail Trade

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: 3648
Business Activity: _____
Fee: _____



BEER LICENSE APPLICATION

Submit completed application (including attachments as necessary) and applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions, call the Business License Administrator (City Recorder) at (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

Business Name: Best western castle country, inc. Telephone: (435) 637-8880

Business Location: 838 Westwood Blvd. Price, UT, 84501

Mailing Address: PO Box 728 City: vernal State: UT Zip: 84078

Business Owner: Kevin Henderson Telephone: (435) 219-6811

Home Address: 1320 W. 2000 N. City: vernal State: UT Zip: 84078

Owner's Birth Date: 04 / 28 / 1990 Owner's Driver's License # (Include state): 174454727
(Provide copy)

Property Owner (if leasing/renting): _____ Telephone: () _____

Property Owner's Address: _____

Type of Beer License:

☐ Class A

☐ Class B

☒ Class C

☐ Class D

Date business will begin: ____ / ____ / ____

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

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

[Signature]
Signature of Business Owner or Agent

09/29/22
Date

KEVIN HENDERSON
Please Print Name

Office Use Only

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

Application reviewed by Price City Council at Council meeting of: _____
Application: ☐ Approved ☐ Denied By: _____

MEMORANDUM OF UNDERSTANDING (MOU) FOR OPERATION, MANAGEMENT AND MAINTENANCE OF THE COMMUNITY GARDEN COLLECTIVE.

- 1. Parties:** This memorandum (hereinafter “the Memorandum” or “this Memorandum”) is by and between the following partners to the Community Garden Collective (hereinafter “Garden” or “the Garden”).
 - a. Price City (hereinafter “City”), 185 East Main Street, Price, Utah 84501. Contact person is Mayor Mike Kourianos.
 - b. Utah State University Eastern (hereinafter “USU-E”), 451 E 400 N, Price, Utah 84501. Contact person(s) are Gary Straquadine and Greg Dart.
 - c. Southeastern Utah Association of Local Governments (hereinafter “SEUALG”), 375 S Carbon Avenue, Price, Utah 84501. Contact person is Geri Gamber.
 - d. Utah Power Credit Union (hereinafter “UPCU”), 957 E 6600 S, Salt Lake City, Utah 84121. Contact person is Ryan Pollick.
 - e. The aforementioned partners shall hereinafter individually be referred to as “Party” and collectively referred to as “Parties” or “the Parties.”
- 2. Purpose:** The purpose of this Memorandum is to establish and memorialize an understanding of the intent, terms, and conditions by which the Parties shall organize, maintain, manage and operate the Garden located at 320 E 100 N, Price, Utah 84501. See **Exhibit 1** for a map indicating the location of the Garden.
- 3. Background:** The Parties have collaborated to envision, design, fund and construct the Garden as a community aesthetic improvement and physical space for community activities including but not limited to individual and group gardening, meditation, contemplation, small private gatherings, small public gatherings, and other uses deemed appropriate and allowed by the Parties as community-based uses.
 - a. It is mutually agreed by the Parties hereto, identified above, that entering into this Memorandum is in the best interest of the Parties and entering into this Memorandum facilitates the individual and collective goals of the Parties as they relate to community-based issues, specifically the Garden.
 - b. It is mutually agreed by the Parties hereto that the following types of uses shall be allowable at, in or on the Garden:
 - i. Community based individual or group gardening practices and maintenance of botanical, fruit or vegetable plants in a bona-fide horticultural manner.
 - ii. Community based music, art or other similar and related individual or group gatherings.
 - iii. Individual or group meditation and contemplation actions and activities.
 - iv. Individual and/or family picnic actions and activities.
 - c. It is mutually agreed by the parties hereto that the following types of uses shall be restricted at, in or on the Garden:

- i. Displays, actions or activities that may be considered lewd, offensive, derogatory, violent, or vulgar when compared to ongoing and established community standards.
- ii. Political advertisements, gatherings, or rallies.
- iii. Placement of signage or other physical items specifically not approved in advance and in writing by all Parties hereto on the Garden property.
- iv. Placement of plantings or other items not approved in writing by all Parties hereto on the Garden property.
- v. Placement of plantings not considered legal in all jurisdictions.
- vi. Actions or activities that may have a disproportionate physical wear and tear impact on the Garden. Examples include actions or activities that may physically damage the Garden, exceed garbage capacity at the Garden.
- vii. Animals.
- viii. Motorized vehicles, except in designated parking areas.
- ix. Skateboards, scooters, and other non-motorized, non-pedestrian activities.
 - 1. Exception is manual or motorized wheelchairs or other bona-fide mobility devices in compliance with the Americans With Disabilities Act (ADA).

4. Term: The term of this Memorandum shall run for an initial period of not less than five (5) years and shall commence on November 1, 2022 and shall terminate on October 31, 2027. This Memorandum may be extended in five (5) year increments thereafter upon the written agreement of all Parties hereto, including any updates or amendments to the terms and conditions hereof, within one-hundred eighty (180) days of Memorandum expiration or termination.

5. Termination: A Party hereto may terminate its individual participation in this Memorandum by providing not less than one-hundred eighty (180) days written notice to the other Parties citing the specific reasons, if any, for termination. One terminating Party shall not alter the obligations of the remaining Parties or the inherent responsibilities of the Parties to the Garden. The obligations and responsibilities of a terminating Party shall be distributed among the remaining Parties and documented in a modification to this Memorandum. See severability in Section 6, Section 11.

6. Modification: This Memorandum contains the entire understanding between the Parties and this Memorandum shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all Parties hereto. Any modification/amendment to this Memorandum shall be attached hereto and sequentially numbered and dated and become part of this Memorandum.

- a. Individual negotiations between and among the Parties hereto or other Parties for the purpose of assignment of obligations of the Parties or other actions or activities pertaining to the Garden shall be considered a modification only when made by a written amendment signed by all Parties hereto, as set forth above.
- b. The Parties identified may establish alternate contact persons and inform the other Parties in writing of the alternate contact person and provide that individual's contact information.

- c. Additional Parties to this Memorandum may be considered and approved in writing by the then current Parties. Any such change in the make-up of the Parties when agreed upon in writing by all the Parties, as set forth above, shall constitute a modification to this Memorandum.

7. Understanding of the Parties: The Parties hereto understand and agree to the following and shall complete their respective responsibilities individually or may contract those responsibilities to others so long as they comply with paragraph 6 above.

- a. City shall:
 - i. Provide water and electrical utility service and commodity without charge to the Garden subject to reasonable volume of usage. Such provision shall not be unreasonably withheld.
 - ii. Utilize Price City staff and resources to assist in maintenance and operation of the Garden from time-to-time as negotiated amongst the Parties for special projects.
- b. USU-E shall:
 - i. Provide a minimum of two (2) staff and student volunteer personnel with and under USU-E supervision from time-to-time to maintain the physical and aesthetic condition of the Garden on a regular basis, particularly the grow box portion of the Garden.
 - ii. Utilize its internal marketing and promotions staff to assist the Parties in the development and community dissemination of information regarding the Garden.
 - iii. Coordinate with UPCU to provide assistance with maintenance of vegetation at the Garden, specifically mow and trim the grass area of the Garden at a schedule acceptable to the Parties hereto.
- c. SEUALG shall:
 - i. Track and authorize individual and group volunteers utilizing the Garden.
 - ii. Research, write and manage grant opportunities that support the Garden physical infrastructure as well as maintenance and operation of the Garden.
 - iii. Through its Food Bank operation, provide an outlet for produce and other food items generated/grown in the Garden.
- d. UPLCU shall:
 - i. Own the real property in perpetuity wherein the Garden is located and provide the real property, fixtures, assets and appurtenances, to and for the Parties hereto for the purpose of the Garden for the duration of the existence of the Garden.
 - ii. Arrange for and pay for the cost of regular operation and maintenance of the Garden, including but not limited to vegetation maintenance (grass mow, trim, tree trim and pruning), garbage service and removal, snow removal, shade canopy maintenance and replacement, irrigation system maintenance, vandalism repair and mitigation, lighting maintenance and replacement, and general Garden upkeep.

- iii. Provide, as owner of the property, liability coverage for the Garden. Provide all partners with a certificate of liability insurance if requested.
- iv. Allow use of the Utah Power Credit Union parking lot and restroom facilities located at 370 E 100 N for users of the Garden from time-to-time. **See Exhibit 3.**

- 8. Binding Effect:** This Memorandum shall be binding upon and shall extend to the benefit of the Parties and their successors and assigns.
- 9. Waiver and Hold Harmless:** The Parties assume full responsibility for any for any risk of property and/or equipment damage, personal injury, including death that may be sustained in connection to the maintenance and/or operation of the Garden. No express or implied warrantee shall apply to any Party, or its employees or other designates, who may be with the maintenance and/or operation of the Garden. Each Party shall indemnify and hold the other Parties harmless from risks described above.
- 10. Governing Law:** This Memorandum shall be governed by the laws of the State of Utah.
- 11. Attorney Fees:** The prevailing Party in any legal proceeding related to this Memorandum is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing Party.
- 12. Severability:** If any provision of this Memorandum or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Memorandum nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 13. Notices:** All notices from one Party to any other(s) must be in writing and is effective when mailed to, hand-delivered at, or transmitted by email or facsimile to the other Party in compliance with this Memorandum.
- 14. Copies:** Copies of this Memorandum are validly binding. If the original of this Memorandum cannot be found, any copy of this Memorandum shall be considered the original and shall be binding as such.
- 15. Drafter:** All Parties have had full, fair, and adequate opportunity to change or modify any provision to this Memorandum and therefore, each Party shall be deemed to have equally contributed to the drafting of this Memorandum and therefore, this Memorandum shall not be construed against any one single Party.
- 16. Signatures:** The Parties hereby attached their signatures acknowledging their intent to be bound by the terms and conditions as stated in this Memorandum. Further the Parties hereby attaching signatures acknowledge that the person signing this Memorandum on behalf of the respective individual Party has the authorization and authority of the respective Party the individual represents to do so.

[SIGNATURE PAGES TO FOLLOW]

PRICE CITY SIGNATURE PAGE

SIGNED THIS _____ DAY OF _____, 2022.

Price City

By: Michael Kourianos, Mayor

ATTEST:

Jaci Adams, City Recorder

USU-E SIGNATURE PAGE

SIGNED THIS _____ DAY OF _____, 2022.

USU-E

USU-E

By: Greg Dart, Vice Chancellor

SEUALG SIGNATURE PAGE

SIGNED THIS _____ DAY OF _____, 2022.

SEUALG

By: Kent Wilson, Board Chair

ATTEST:

Geri Gamber, Executive Director

UPLCU SIGNATURE PAGE

SIGNED THIS _____ DAY OF _____, 2022.

Utah Power Credit Union

By: Ryan Pollick, President & CEO

ATTEST:

Danette Fox, Vice President.

EXHIBIT 1
MAP LOCATION OF THE GARDEN

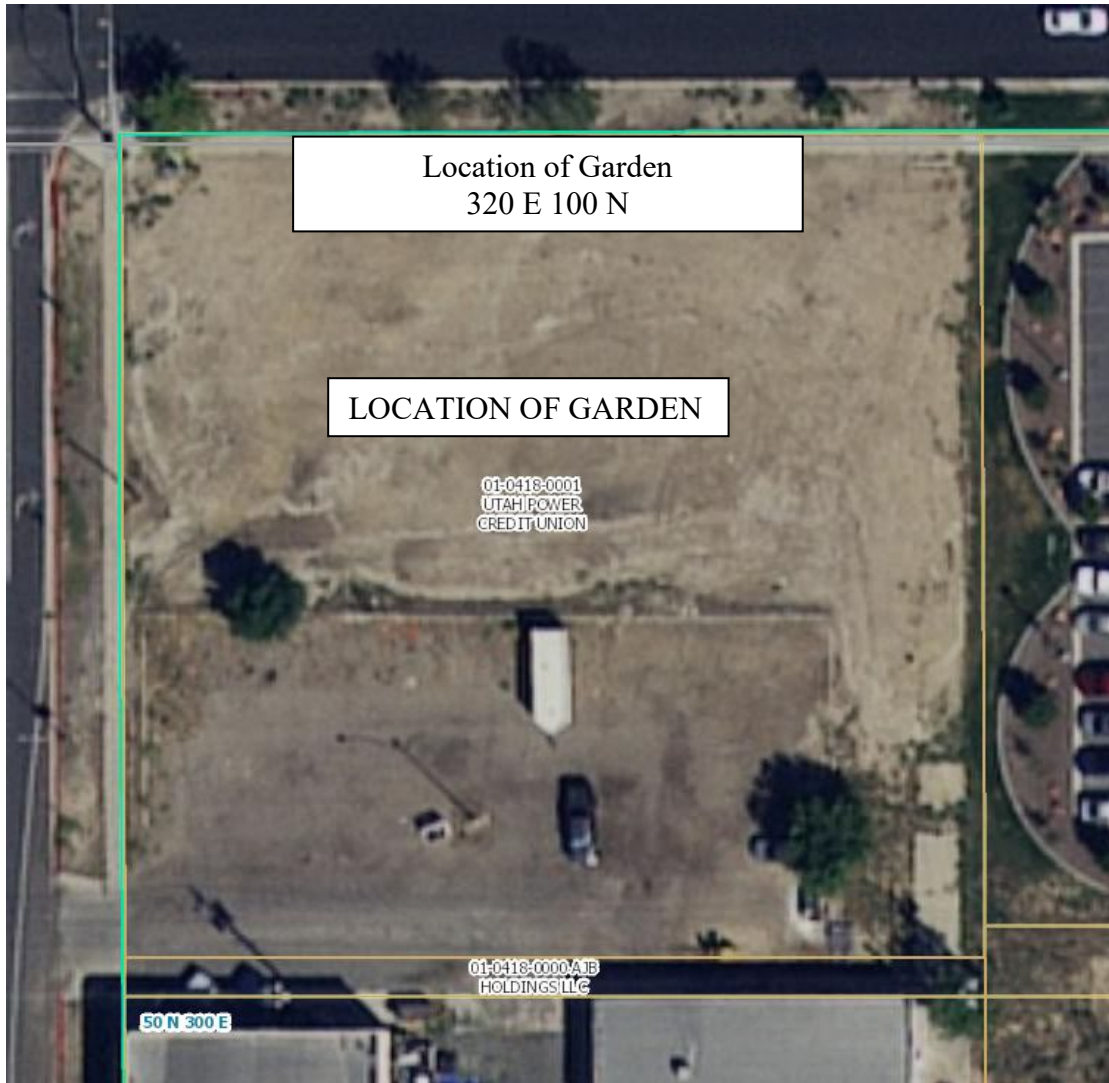


EXHIBIT 2
UTAH POWER CREDIT UNION LOCATION

