

**Mayor**  
MICHAEL KOURIANOS  
**City Attorney**  
ERIC JOHNSON  
**City Recorder**  
JACI ADAMS  
**City Treasurer**  
SHARI MADRID  
**Finance Director**  
LISA RICHENS



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**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 05:30 PM on 03/22/2023. 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 Councilmember Miller

4.PUBLIC COMMENTS

5.GENERAL BUSINESS/DISCUSSION

- a. PUBLIC HEARING. Public Hearing to receive input on the update to the Price City Annexation Policy Plan.
- b. RESOLUTION NO. 2023-06. Consideration and possible approval of a Resolution Adopting the Price City Annexation Policy Plan.

6.CONSENT AGENDA

- a. MINUTES for CC Workshop 03-08-2023 & CC Meeting 03-08-2023.
- b. ENGAGEMENT LETTER. Consideration and possible approval of an engagement letter with NFP for health insurance broker services per the RFP process and review committee recommendation.
- c. ENGAGEMENT LETTER. Consideration and possible approval of an Engagement Letter with ULGT for insurance services per the RFP process and recommendation of the review committee.
- d. PRICE CITY SEWER CLEANING AGREEMENT-PROJECT 1C-2023. Consideration and possible approval of an agreement with Twin D Inc. to clean the city's sewer collection system for a total of \$110,073.20.

- e. EQUIPMENT LEASE PURCHASE - Consideration and possible approval of an equipment lease purchase with Zions Bancorporation for a 2023 John Deere 325G Compact Track Loader.
- f. CAREER LADDER. Consideration and possible approval of a career ladder for Garrett Safley from Officer I to Officer II.
- g. SITLA AGREEMENT-AMENDMENT 2 TIME EXTENSION: Consideration and possible approval of an amendment to Easement Agreement No. 2253 to extend the ending date of the agreement to March 31, 2024. The agreement provides for additional event parking for bike races conducted by the Utah High School Cycling League.
- h. TRAVEL REQUESTS: Garrett Safely, POST Instructor Development, April 5-7, 2023, Salt Lake City, UT. Art Parry & Frankie Tapia, Marijuana/FIDO, March 12-17, 2023, Cottonwood Heights, UT.
- i. BUSINESS LICENSES. Nathaniel Woodward, Attorney at Law, 925 N 300 E.

#### 7.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.

**NOTICE OF PUBLIC HEARING**

The Price City Planning and Zoning Commission will hold a public hearing on Monday, March 20<sup>th</sup>, 2023, at 5:00pm, in the Price City Council Chambers, located at 185 East Main Street, Price, Utah. The purpose of the public hearing is to receive input on the updated Price City Annexation Policy Plan. The Plan is the guide Price City will use when considering any future petitions for annexation and must be adopted in accordance with Utah State law.

Published in the Emery Telcom News March 8, 15, 2023.

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**NOTICE OF PUBLIC HEARING**

The Price City Council will hold a public hearing on Wednesday, March 22, 2023 at 5:30pm, in the Price City Council Chambers, located at 185 East Main Street, Price, Utah. The purpose of the public hearing is to receive input on the updated Price City Annexation Policy Plan. The Plan is the guide Price City will use when considering any future petitions for annexation and must be adopted in accordance with Utah State law.

Published in the Emery Telcom News March 8, 15, 2023.

RESOLUTION # \_\_\_\_\_

PRICE CITY

A RESOLUTION ADOPTING THE PRICE CITY ANNEXATION POLICY PLAN.

WHEREAS, an updated Annexation Policy Plan (Plan) has been prepared by Price City in accordance with Section 10-2-401.5(3), Utah Code Annotated, 1953 as amended (UCA); and

WHEREAS, input has been received from all affected entities through a public meeting held by the Price City Planning and Zoning Commission and that input has been incorporated into said Plan; and

WHEREAS, public input was received at a public hearing held by the Price City Planning and Zoning Commission and that input has been incorporated into said Plan; and

WHEREAS, modifications have been made to the Annexation Policy Plan as a result of the public hearings referenced above and as deemed appropriate by the Price City Council; and

WHEREAS, The Price City Council has found that it is in the best interest of the community to adopt the 2023 Update to the Price City Annexation Policy Plan; and,

WHEREAS, the Price City Council has determined that the proposed Price City Annexation Policy Plan complies with Section 10-2-405.5(4) UCA;

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

- 1. THAT, the Price City Annexation Policy Plan, an official copy of which is attached hereto and by this reference is made a party hereof, is hereby adopted and will from this time forward be used as the official guide in the evaluation of petitions for annexation that may be filed with the Price City Recorder.
- 2. THAT, the filing, review and evaluation of any and all petitions for annexation of land into the municipal boundaries of Price City shall be guided by the principals set forth in the Price City Annexation Policy Plan.
- 3. THAT, updates and revisions to the Price City Annexation Policy Plan should be made as may be necessary to comply with Utah State law and to serve the citizens of Price City.
- 4. THAT, it is in the best interest of the citizens of Price City for Price City to utilize and follow the guidelines set forth in the Price City Annexation Policy Plan.
- 5. THAT, a copy of the Price City Annexation Policy Plan, as herein approved, shall be delivered to the Carbon County Commission within 30 days hereof.
- 6. THAT, this resolution shall take effect immediately following its approval and adoption by the Price City Council.

SIGNED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Price City, a Municipal Corporation

By: \_\_\_\_\_  
Michael Kourianos, Mayor

ATTEST:

\_\_\_\_\_  
Jaci Adams, City Recorder

# Price Municipal Corporation

## Annexation Policy Plan

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### **OVERVIEW AND BACKGROUND:**

The intent of the Annexation Policy Plan (Plan) is to provide a current geographical boundary that will permit long-term comprehensive planning as well as geographic and economic growth for Price City. This Plan establishes a system that will accommodate growth and support the necessary municipal type services that are delivered to area citizens. This Plan is prepared and adopted pursuant to Section 10-2-401.5, Utah Code Annotated, 1953 as amended (UCA).

This Plan shall be considered and followed administratively when petitions for annexation are filed with the Recorder of Price City. The procedures described herein establish the basis by which the Price City Council will consider and evaluate petitions for annexation. Used in conjunction with the Price City Land Use Management and Development Code, this Plan is intended to provide for orderly growth and expansion of Price City to meet the needs of its population, housing, recreation, resource use and conservation and economic needs into the future. This plan can and should be amended when the need to do so is realized and justified to accommodate demands for growth of Price City.

This Plan contains three general areas: (1) background information; (2) criteria for annexation; and, (3) and a map showing identified potential annexation/expansion areas, presently surrounding Price City.

The following planning documents have been evaluated on their ability to provide reasonable delivery of services to area citizens: the Price City General Plan, and the Carbon County Comprehensive Plan.

Additionally, the following guidelines will be used by Price City to determine whether future annexation petitions should be granted:

- Elimination of islands or peninsulas of unincorporated territory within or adjacent to Price City unless otherwise necessary to accommodate utility services, vehicle and pedestrian circulation and public safety and consistent with Utah Code Ann (UCA) § 10-2-402;
- Coordinated boundary planning with unincorporated Carbon County and neighboring municipal jurisdictions;
- Coordination of similar functions of government in the provision of services;
- Promotion of service delivery efficiencies;
- Encouragement of the equitable distribution of community resources and obligations;
- Avoidance of gaps and overlaps with the expansion/annexation activities of neighboring municipalities;
- Consideration of the population projections for Price City and adjoining areas over the next twenty (20) years;
- Consideration of current and projected costs of infrastructure, urban services and public facilities;
- Consideration of the need over the next twenty (20) years for additional land suitable for residential, commercial and industrial development;
- Consideration of the inclusion of agricultural lands, recreational lands and other lands sensitive to development activities;

An objective of this Plan is to provide an understanding of current and potential Price City municipal boundaries. All affected entities and potentially affected entities have been included in coordination and planning meetings regarding the preparation of this Plan.

## **EXECUTIVE SUMMARY:**

It is the intent and proposed action of Price City to expand its current municipal boundaries over the next several years to include that area within approximately a one-half (1/2) mile of the current Price City boundaries. These proposed municipal boundary expansions cannot be done without a thorough and careful consideration of the impact and process upon parties and entities within the identified expansion/annexation areas. The needs of persons, businesses, and the entities located within the current boundaries of Price City, the position of persons or businesses located in a proposed annexation area, or adjacent to a proposed annexation area and the financial and functional position of Price City must all be analyzed and considered. The criteria to be considered include, but are not limited to, tax consequences and responsibilities, the need for municipal type services and the potential funding thereof, as well as the intentions/desires of property owners located in the proposed expansion/annexation areas.

In developing this Plan many different issues and items have been afforded consideration. These include the status of typical municipal services to persons that may actually be, or who may be potentially affected by the expansion/annexation of additional territory into Price City. Additionally, public input was sought and carefully considered throughout the annexation planning process. Through a public meeting of the affected entities and public hearing process comments were received by Price City, via the Price City Council as well as the Price City Planning and Zoning Commission, and then commented on and, where appropriate, acted upon, as well as incorporated into this Plan.

The relationship to neighboring service districts and municipalities was also given a high degree of consideration. An attempt has been made to include discussion of impacts expected in these relationships and their effect on Price City decision to annex or not to annex certain areas.

**MAP (S) DETAILING THE PROPOSED “EXPANSION AREA(S)”.**

Attached as **Attachment A** to this Plan is a Price City map identifying the annexation/expansion areas to Price City. The areas shown in the map include those listed below, in clockwise order around Price City, beginning in the north. They are not listed in any express or implied order of importance or priority.

1. North Price. This is the area generally described as being located north and east of the Coves Subdivision and the Smith Annexation, east to an area north of the Atwood Baseball Park, east running north of the Castle Heights area toward Cardinal Wash.
2. East Price. This is the area generally described as being located east of the Castle Heights subdivision area, south past the Airport Road corridor, and continuing south to a point approximately even with the present southern most Price City border.
3. South Price. This is the area generally described as being located in the south part of Price City and is commonly referred to as the Riverview addition.
4. Southwest Price. This is the area generally described as being located south of Price City and west of Carbon Avenue, Following along the Fairgrounds Road to the west and north. This area may also include the Carbon County Fairgrounds and the Price River Water Improvement District offices.
5. West Price. This is the area generally described as being located west of the present borders of Price City and commonly referred to as the Westwood Subdivision.
6. Carbonville. This area is described as being the southern portion of the Carbonville area and is located north of west Price and west of north Price.

**CRITERIA THAT WILL GUIDE PRICE MUNICIPAL CORPORATION DECISION MAKING IN THE DETERMINATION OF THE GRANTING OF PROPOSED ANNEXATION EXPANSION AREA(S).**

The Price City Council is desirous of complying with Utah law, the Price City General Plan and the Price City Land Use Management and Development Code when considering all petitions for annexation. In this regard, Price City shall use the following guidelines:

- A filed petition for annexation must meet the requirements set forth by UCA §10-2-402, 403(1).
  - Annexation by petition;
  - Annexation by boundary adjustment;
  - Annexation of an island or peninsula;
- The territory proposed for annexation shall be contiguous to then current corporate boundaries of Price City.
- A petition for annexation shall be accompanied by an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
- Actions taken to accept or deny an annexation petition shall be in conformance with UCA § 10-2-405.
- A petition for annexation shall be in conformance with the provisions of this Plan and any future annexation requirements of the Price City General Plan.
- The Price City Council shall consider the fiscal impacts of development within the territory proposed for annexation, including both the cost of delivering municipal type services and the total revenue stream to be generated by any proposed annexation or new development within the area proposed for annexation.
- Acceptance of any annexation petition shall be consistent with the current or future infrastructure and capital improvement plans of Price City.

Additionally, Price City intends, through this Plan, to establish a policy that ensures acceptance for petitions for annexation in a systematic pattern and which provides for a reasonable and logical expansion of its boundaries. Items to be considered include, but are not limited to the following:

### 1. GENERAL CRITERIA

- The Price City Council may accept territory proposed for annexation in order to protect Price City's future growth options and programs.
- Territory proposed for annexation shall be evaluated to ensure that the boundaries thereof follow ownership, topography, functional or logical courses, natural features, and other readily defined criteria.
- To ensure efficient street and utility maintenance, the area proposed for annexation shall, whenever possible, include both sides of the street or proposed street to at least a one lot depth.
- Arterial and collector roads should be identified to ensure efficient street layout, traffic control and utility maintenance.
- All major streets shall be consistent with the Price City General Plan and the Price City Land Use Management and Development Code as well as other adopted Price City planning documents.
- Petitioners for annexation shall provide the following information:
  - An accurate map showing the territory proposed for annexation. Mapping overlays may be required. Map shall be compiled by a licensed surveyor consistent with State law.
  - A feasibility report must be prepared and submitted at the expense of the petitioner or as may be designated by the Price City Council. The elements contained in such feasibility study may include:
    - existing and proposed population densities;
    - geology, geography and topography of the area proposed for annexation and its surroundings;

- determination of islands or peninsulas remaining or created within the unincorporated area;
- fiscal impact of the proposed annexation on remaining unincorporated areas, other municipalities, other governmental entities, special service districts and school districts;
- current and five-year projections of demographic and economic bases for the proposed annexation area and surrounding unincorporated area;
- projected five-year growth for the proposed annexation area and surrounding unincorporated area;
- current and five-year projections of the cost of government services for the area proposed for annexation;
- present and five-year projections of revenue to be received by Price City resulting if the proposed annexation is accepted;
- Projected tax impact of the proposed annexation on affected property owners, for the next five (5) years.

## 2. CHARACTER OF THE COMMUNITY

Price City has become and will continue to be the center of commerce, industry, education and government in Carbon County and southeastern Utah. The character of Price City is one that includes generations of great cultural heritage and ethnic diversity. Price City recognizes the need to continue the traditions and customs which enhance economic stability throughout the City and the entire community. Any proposed expansion activity should be designed to maintain or enhance the character and diversity inherent within the Price City area.

3. STATUS OF MUNICIPAL SERVICES IN THE AREA (S) – DEVELOPED AND UNDEVELOPED UNINCORPORATED AREAS.

Municipal services are provided and required for the residents of Price City. Some municipal services provided by Price City are provided to residents near the borders of Price City through inter-local agreements as well as through general service usage patterns. Similarly, some municipal type services are made available to Price City residents through agreements with other providers – generally Carbon County or another local governmental entity. The services matrix below details the status of actual or potential availability of the municipal type services described, based on location relative to the Price City municipal boundaries.

Municipal Service or similar service	Available within Current Price City Boundaries & Provided by Price City	Available within Current Price City Boundaries & <u>Not</u> Currently Provided by Price City	Available within Proposed Price City Boundaries & Can easily be Provided by Price City	Available within Proposed Price City Boundaries & Can <u>Not</u> be Provided by Price City or Can be Provided by and Entity Other than Price City
Library				
Fire				
Police				
Ambulance				
Street Mtnce and Const				
Building Permitting and Inspection				
Development Engineering				
Curb, Gutter, Sidewalk				
Snow Removal				
Garbage Collection				
Water Service				
Sewer Service				
Electric Services				
Parks & Recreation				
Cemetery				
Economic Development				

Planning & Zoning				
Wireless LAN				
Planning & Design Committee				
LMI Housing				
Weed Abatement				
Mosquito Abatement				
Emergency Preparedness				
Business Licensing				
1 Acre Residential Building Lots				
Animal Rights				

4. PLANS FOR EXTENSION OF MUNICIPAL SERVICES INTO THE AREAS PROPOSED FOR ANNEXATION.

Areas within some of the proposed expansion/annexation areas currently receive Price City municipal services or will in the future receive one or more of Price City's provided municipal services. When considering potential annexations, Price City will evaluate the existing capacity of the municipal services along with the additional demand for services that will be required. Service demands from unincorporated areas will be weighed against potential revenues and other benefits, such as political or social benefits, that Price City may expect as a result of any proposed annexation. Potential revenue and benefits may include: property taxes; sales taxes; utility connection fees; service revenues; impact fees; and, intangible benefits that may help Price City to accomplish goals contained in the Price City General Plan or any other Price City planning document. It is the intent of this Plan to provide a mechanism for the Price City Council to evaluate proposed annexations and to determine whether or not a petition for annexation should be approved.

The following detail provides a further analysis of the items listed in the municipal type services matrix above.

- Library. Currently Price City owns and operates the local area public library. This facility is made available to residents living in unincorporated areas of Carbon County. . Any future library plans in this regard will be developed so as to include all residents in Carbon County regardless of actual location relative to current or proposed Price City municipal boundaries. Helper City, situated to the north of Price City also provides municipal library services.
- Fire. Price City provides fire and rescue response, in conjunction with other neighboring municipalities, to all areas of unincorporated Carbon County. Price City Fire Department is presently the primary responding department to all current and proposed expansion/annexation areas included in this Plan. An additional station or

the possible relocation of an existing satellite station for the Price City Fire Department may become necessary to better facilitate service and response to all areas of Price City if its municipal boundaries are expanded. Short-term and medium-term needs are satisfied from the existing central Price City Fire Department location.

- Police. The Price City Police Department provides back-up and response coverage in conjunction with the Carbon County Sheriff's Office to locations within the current municipal boundaries as well as to areas located in the proposed expansion/annexation areas. Additional patrol units may be necessary to properly cover additional territory if the municipal boundaries are expanded consistent with present patrol patterns and coverage. This will be a function of budget availability as well as need and pursuant to any future agreements with the Carbon County Sheriff's Office.
- Ambulance. Price City does not own, operate or provide ambulance services to any locations. The Price City Fire Department provides emergency call response assistance to many areas within the current Price City boundaries as well as in proposed expansion/annexation areas. Price City is not presently considering the provision of ambulance service in the foreseeable future. In the event Price City decides to provide ambulance services, they would be provided to all area locations – existing Price City area, proposed Price City areas and closely surrounding unincorporated areas. Financial and political considerations will be primary determinants in this matter.
- Street Maintenance and Construction. Price City utilizes in-house street maintenance crews operating via the Price City Public Works Department. While this function may be contracted to outside providers and companies on individual projects, even in instances that Price City is equipped to accomplish the project, it is the intention of Price City to provide street services to proposed expansion/annexation areas consistent with the level of services provided within the current boundaries.
- Building Permitting and Inspection. Price City currently contracts with Carbon County to provide building permitting and inspection department activities. The

services provided under this terms of this agreement may be expanded into the proposed expansion/annexation areas.

- Development Engineering. Price City currently contracts engineering services with area and regional providers. Engineering services for Price City projects in this manner may be expanded to include projects in all areas proposed for annexation.
- Curb, Gutter, and Sidewalks. The Price City Land Use Management and Development Code requires the inclusion of curb, gutter and sidewalk for developments within the municipal boundaries. This requirement would be maintained for any future developments in the proposed expansion/annexation areas. Many areas within the proposed expansion/annexation areas do not presently have the required improvements. These will be addressed as State, Federal and local financial resources become available and through future private development projects.
- Snow Removal. Price City provides winter snow removal within the municipal boundaries. This service would extend to the proposed expansion/annexation areas. Price City may find it necessary to contract certain streets or areas to other providers or other providers may find it necessary to contract with Price City for certain streets or areas. This would be considered to better provide snow removal services, especially in fringe areas and streets near the proposed expansion/annexation boundaries. Price City may need to add an additional snow-plow truck and driver to its fleet and staff to accommodate service in areas proposed for expansion/annexation.
- Garbage Collection. Price City contracts with City Sanitation for garbage collection for residents within Price City. It is the intention of Price City to encourage an expansion of this contracted service to the proposed expansion/annexation areas. Price City may someday investigate the feasibility of providing in-house garbage collection services, however this alternative is not estimated to be considered at this time.
- Water Services. Price City provides drinking water to residents and commercial entities within and outside of its current boundaries. It is the intention of Price City to develop, acquire and/or operate the main water systems in the proposed expansion/annexation areas. Price City has a positive working relationship with the

Price River Water Improvement District (PRWID) and may contract therewith for service in certain areas as needed. Price City does not plan to provide any pressurized secondary water/irrigation systems at this time and is unaware of any pressurized secondary water/irrigation systems in any of the proposed expansion/annexation areas.

- Sewer Services. Price City provides sanitary sewer collection and disposal to residents within its current boundaries. It is the intention of Price City to acquire and operate the sewer systems in the proposed expansion/annexation areas. Price City has a positive working relationship with the Price River Water Improvement District (PRWID) and may contract therewith for services in certain areas.
- Electric Services. Price City owns and operates a municipal electrical power distribution system for its residents. It is the intention of Price City to acquire all electrical power distribution system facilities within the current municipal borders and those in the proposed expansion/annexation areas as the expansions/annexations occur and as Price City's financial resources are made available through the annual budgeting process. Electrical system enterprise revenues are necessary for transfer to the Price City General Fund for Price City to sustain municipal operations.
- Parks and Recreation Facilities. Price City operates a vibrant parks system. It may become the intention of Price City to locate additional parks at convenient locations for residents in newly annexed areas. Some of the current parks are not geographically close to the proposed expansion/annexation areas/neighborhoods. Price City will need to acquire or generate funds to construct additional park and recreational facilities for all residents regardless of actual municipal residential location.
- Cemetery Services. Price City provides full cemetery services for anyone purchasing plots in either of the two (2) Price City Cemeteries (Cliffview and Price City). Burial rate discounts for Price City residents in the rate schedule, as amended from time-to-time will be extended to all residents within the proposed expansion/annexation areas upon annexation into the Price City municipal boundaries.

- Economic Development. Price City and Carbon County are the only area entities providing full-time staff for economic development activities. Their efforts are complimentary and projects are developed in a partnership fashion for the mutual benefit of both entities. Price City and Carbon County economic development offices will continue to work together to develop all areas of Price City as well as all areas of unincorporated Carbon County.
- Planning & Zoning. Price City and Carbon County each operate planning and zoning commissions. While the two commissions do communicate regularly and have a positive working relationship, more communication will be required as the proposed expansions/annexations occur. Additional planning and agreements may be needed to address specific locations within one-half (1/2) mile of existing municipal boundaries as well as within one-half (1/2) mile of all proposed expansion/annexation areas. A copy of this Plan will be provided to the Carbon County Planning and Zoning Commission.
- Wireless LAN Access. Price City does not provide wireless or wired internet services nor does Price City provide cellular communication services. The provider(s) in the area provide service to all areas within or without municipal boundaries.
- Planning Design. Price City is incorporating community planning design and increased emphasis on general planning for development within its municipal boundaries. It is the intent of Price City to expand this effort to all proposed expansion/annexation areas.
- Income Targeted Housing. Price City does not operate or provide income targeted housing but encourages housing availability for all income levels. Through the Price City Community Development and Urban Renewal Agency funds may be made available for income targeted housing. Price City utilizes an Affordable Housing Plan that serves to guide decision making in this regard. That plan is updated from time-to-time.
- Weed Abatement. Price City provides weed removal/control services on the public properties and within the public right-of-way within its boundaries. This service would be extended to the proposed expansion/annexation areas and be provided in a

manner consistent with current operations. Price City does not remove/control weeds on private property.

- Mosquito Abatement. Price City does not operate a mosquito abatement department. Carbon County operates a Mosquito Abatement Department county-wide providing such services. This service would be provided to all proposed expansion/annexation areas.
- Emergency Preparedness. Price City is currently developing a more proactive approach to emergency preparedness and is a primary and active participant in the Regional Hazard Mitigation Committee.
- Business Licensing. Price City staffs a full-time business license office. All businesses located in Price City require a bona-fide Price City business license for legal operation within the municipal boundaries. Price City will require any business operation located in the proposed expansion/annexation areas to obtain a Price City business license.
- One (1) Acre Residential Building Lots. At this time Price City does not provide for one (1) acre building lots as part of its Price City Land Use Management and Development Code except in RR zoned areas, which are limited in quantity and availability.
- Animal Property Rights. To maintain the heritage and tradition of animal husbandry and traditional land uses, farming and maintenance of farm animals will be allowed in appropriate areas of the or proposed expansion/annexation areas in cases wherein the animal land use is considered a bona-fide legal non-complying condition under the terms of the Price City Land Use Management and Development Code.

5. HOW MUNICIPAL SERVICES WILL BE EXPANDED AND FINANCED.

Price City Municipal services will be expanded for the benefit of citizens in the proposed expansion/annexation areas as annexations occur and Price City financial resources permit. This will be done through systematic evaluation of the cost of expansion of services to be provided by Price City. When and where it is determined that it is not in the best interest of Price City (politically, financially or otherwise) or of any other affected entity/party to provide municipal services, alternate means will be sought for delivery of necessary or required municipal services to affected persons or businesses. This may come in the form of contracted services with a provider other than Price City. Generally, the intent, as well as the responsibility of Price City will be to provide all municipal services to all residents within its boundaries, whether that is accomplished through contracts with other providers operations or through internal Price City operations.

Financing of municipal services in the proposed expansion/annexation areas will be secured in the same manner as financing for infrastructure and services within the present municipal boundaries. Infrastructure needed to service new developments is installed at the expense of developers. Upon dedication to, and acceptance of the infrastructure by Price City, perpetual maintenance will thereafter be provided by Price City and the costs of operation and maintenance thereof will be offset by a combination of property tax and sales tax revenues, class C road funds, and utility use fees. Price City may, in the future, implement collection of impact fees to offset infrastructure systems needed for, or as the result, of new development. Additionally, exactions on subdivisions may be considered by Price City in the future.

6. ESTIMATE OF TAX CONSEQUENCES TO RESIDENTS WITHIN THE CURRENT MUNICIPAL BOUNDARIES AND THOSE WITHIN THE PROPOSED EXPANSION/ANNEXATION AREAS.

It is understood that these respective tax rates change over time. While no plans are in place for Price City to raise property tax rates at this time it may be considered and implemented in the future. The impact of the Price City property tax rate compared to the Municipal Services Fund property tax rate and impact is identified as the correct comparison of ad-velorum tax impacts within or without the Price City boundaries for a specific property or a specific property value.

Persons or businesses located within the boundaries of Price City should not become responsible for the specific needs of persons or businesses located outside the boundaries of Price City. Similarly, residents located outside the present boundaries of Price City, but within one of the proposed expansion/annexation area cannot bear the entire cost of providing services to existing Price City residents. Once expansion/annexation is completed, appropriate property tax distributions will be made to Price City. Potentially sales tax distributions to Price City may also occur as a result of annexation.

Overall, the inclusion of more population within the Price City boundaries is estimated to generate a positive community impact. By spreading out the necessary costs of local municipal government services, lower per-capita costs throughout the general population should be realized. Essentially the cost to provide municipal services is estimated to increase at a rate more than the proportionate increase in potential revenues generated. Price City will not proceed with the expansion/annexation of any area for the express and sole purpose of short-term municipal revenue generation.

7. INTEREST OF ALL “AFFECTED ENTITIES.”

Price City will attempt a thorough, valid and developed consideration of the position of affected entities as defined in UCA § 10-2-401, regarding the proposed expansion/annexation areas. There are no other municipal borders within one-half (½) mile of any of the proposed expansion/annexation areas as of the date hereof. Therefore, the affected governmental entities will include Carbon County, PRWID, Carbon County School District, Carbon County Transportation and Recreation Special Service District, and the Carbon Water Conservancy District.

Private property owners, public property management agencies (State, Federal and Local) as well as the investor-owned utilities will also be considered in this analysis.

It is anticipated that the annexation of additional territory into Price City will have neutral or positive impacts on all affected entities. Any annexed properties will continue to pay Carbon County property tax assessments and it is likely that the value of properties in the proposed areas will increase when improved by municipal services resulting in net tax revenue collection increases to all affected entities. Carbon County, Price City specifically, and the citizens overall, will also benefit from a reduction in the expense of providing services in the proposed expansion/annexation areas as cost are socialized over increased amounts of real property

**JUSTIFICATIONS FOR EXCLUSION OF URBAN DEVELOPMENT INTO THE ANNEXATION “EXPANSION AREA” WITHIN ½ MILE OF THE PRICE MUNICIPAL BOUNDARY.**

Price City, per this Plan, does not intend to exclude any urban development that is within one-half (1/2) mile of the present Price City municipal boundaries. All areas proposed for expansion/annexation will be identified and will be proposed so as to take natural boundaries and other pre-existing boundaries (including utility corridors and placements) into consideration when establishing the new municipal boundaries. Natural boundaries include: section lines; special service district boundaries; roads, and natural topography. Also included in this analysis will be an element of logic and reason , i.e. is the new expansion/annexation area reasonable and are the proposed boundaries reasonable when considered in relation to other issues affecting the proposed annexation areas and all affected entities. Price City will also take the cost of municipal infrastructure into consideration when evaluating a potential expansion/annexation petition.

**COMMENTS MADE BY “AFFECTED ENTITIES” AT OR WITHIN TEN (10) DAYS AFTER THE PUBLIC MEETING HELD BY THE PRICE CITY PLANNING COMMISSION AS PROVIDED BY UTAH STATE LAW.**

Public comment was solicited via USPS notice on March 10<sup>th</sup>, 2023 for the purpose of allowing affected entities as defined by Utah Law, to examine the proposed Plan and to provide input thereon. Comments made during the public comment period, or within ten (10) days, are will be compiled and made available. A listing of those “affected entities” in attendance at the public meeting can be found in the respective meeting minutes.

A public hearing was also held by the Price City Planning and Zoning Commission (Commission) on Monday, March 20<sup>th</sup>, 2023 at 5:00pm and a public hearing was held by the Price City Council (Council) on Wednesday, March 22<sup>nd</sup>, 2023 at 5:30pm to receive input on this plan update. The Commission considered and passed a resolution recommending the Council approve this plan and the Council considered and passed a resolution authorizing this plan. Copies of the aforementioned resolutions may be provided upon request and are on file with the Price City Recorder’s Office.

## **ANNEXATION INFORMATION CONSIDERED BY THE PRICE CITY PLANNING COMMISSION AND THE PRICE CITY COUNCIL**

### **1. GAPS AND OVERLAPS INVOLVING THE PLANNED EXPANSION AREAS AND OTHER MUNICIPALITIES.**

There are no overlaps in proposed boundaries with other municipalities. As of the date hereof, Price City is not aware of any other municipal Annexation Policy Plans that may potentially create any overlap areas in proposed municipal boundaries. No other conflicts with this Plan are known to exist. The closest municipalities to Price City are Helper City and Wellington City. The Helper City municipal boundary is approximately nine (9) miles north of the proposed new boundaries of Price City after completion of any annexations within the identified annexation areas. Wellington City boundaries are approximately six (6) miles south of the new boundaries of Price City after completion of and proposed annexations within the identified annexation areas.

Prominent and identifiable gaps between the proposed Price City boundaries following completion of annexation and those of neighboring municipalities will continue to exist. These areas will remain unincorporated areas of Carbon County. The gaps will not be inconsistent with present unincorporated areas between municipalities, but will be slightly smaller in size. The gaps of unincorporated Carbon County land lying between Price City and its neighboring municipalities may become the focus of future Price City annexation policy plans, as an update to this Plan or potentially included in an Annexation Policy Plan of Helper City and/or Wellington City, should they propose any future expansion/annexation.

2. POPULATION AND GROWTH PROJECTIONS FOR THE MUNICIPALITY AND ADJOINING AREAS FOR THE NEXT 10 YEARS.

Population projections for Price City, Carbon County and other regional municipalities and neighboring Emery County are estimated to remain statistically flat with only minor overall increases in growth over the next ten (10) plus years. Economic factors within the mineral extraction and energy production industries are primary contributors to population estimates.

3. CONSIDERATION OF CURRENT AND PROJECTED COSTS OF INFRASTRUCTURE, URBAN SERVICES AND PUBLIC FACILITIES

To Facilitate full development of the proposed expansion area (s) into Price City each proposed expansion/annexation area must be considered independently. The costs of construction and installation of public utility and passage infrastructure continues to increase each year. A list of potential improvements and an estimated cost matrix is detailed below. Some infrastructure may be privately installed consisted with private development expansions and some elements of infrastructure may be installed via the public realm.

Area	Item Needed	Estimated Cost
1. North Price	Sidewalk, Curb, Gutters	\$4,500,000
1. North Price	Streets	\$13,500,000
1. North Price	Storm Drainage	\$3,000,000
1. North Price	Water, Sewer	\$5,000,000
1. North Price	Electrical Service	\$9,000,000
1. North Price	Misc. Municipal Services	\$3,000,000
2. East Price	Sidewalk, Curb, Gutters	\$2,900,000
2. East Price	Streets	\$8,200,000
2. East Price	Storm Drainage	\$3,500,000
2. East Price	Water, Sewer	\$4,500,000
2. East Price	Electrical Service	\$9,500,000
2. East Price	Misc. Municipal Services	\$3,500,000
3. South Price	Sidewalk, Curb, Gutters	\$3,500,000
3. South Price	Streets	\$4,100,000
3. South Price	Storm Drainage	\$3,200,000
3. South Price	Water, Sewer	\$4,500,000
3. South Price	Electrical Service	\$6,700,000
3. South Price	Misc. Municipal Services	\$1,500,000

4. Southwest Price	Sidewalk, Curb, Gutters	\$3,200,000
4. Southwest Price	Streets	\$8,400,000
4. Southwest Price	Storm Drainage	\$3,500,000
4. Southwest Price	Water, Sewer	\$3,580,000
4. Southwest Price	Electrical Service	\$5,900,000
4. Southwest Price	Misc. Municipal Services	\$1,500,000
5. West Price	Sidewalk, Curb, Gutters	\$2,600,000
5. West Price	Streets	\$6,900,000
5. West Price	Storm Drainage	\$1,800,000
5. West Price	Water, Sewer	\$3,200,000
5. West Price	Electrical Service	\$4,200,000
5. West Price	Misc. Municipal Services	\$1,500,000
6. Carbonville	Sidewalk, Curb, Gutters	\$4,950,000
6. Carbonville	Streets	\$6,200,000
6. Carbonville	Storm Drainage	\$1,750,000
6. Carbonville	Water, Sewer	\$3,500,000
6. Carbonville	Electrical Service	\$7,250,000
6. Carbonville	Misc. Municipal Services	\$1,500,000

To provide the necessary infrastructure, services and facilities into the area(s) being considered for inclusion in the expansion/annexation area, each area must again be considered independently and separately. Moreover, each infrastructure or service item must be considered independently within each expansion/annexation area. Although the areas may share many common characteristics, each area has many unique and site specific characteristics.

4. THE NEED OVER THE NEXT 20 YEARS FOR ADDITIONAL LAND SUITABLE FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT.

As Price City updates and re-evaluates its General Plan, projections can be made regarding the potential need for additional land for residential, commercial and even light industrial development. Since the vast majority of suitable developable land within Price City's current boundaries is in use and already occupied and because Price City is desirous of promoting growth and economic prosperity, there is a real and bona-fide need for additional land to be incorporated into the City through expansion and annexation.

5. INCLUSION OF AGRICULTURAL LANDS, FORESTS, RECREATIONAL AREAS, AND WILDLIFE MANAGEMENT AREAS INTO PRICE CITY.

Price City, via its planning staff, the Mayor and City Council, have considered the inclusion of agricultural lands, forests, recreational areas and wildlife management areas into its incorporated boundaries. There are few of no such areas within the proposed expansion/annexation areas or within one-half (1/2) mile of the existing or proposed municipal boundaries. Of those uses identified above, potential recreational sites, are the only necessary consideration. Overall the area(s) identified for potential expansion/annexation are typically void of improved recreation sites.

With the exception of the Carbon County Fairgrounds, there are no improved recreational sites to be considered in this Plan. The Carbon County Fairgrounds are located southwest of Price City. The Fairgrounds may remain outside of the incorporated Price City boundaries to easier facilitate maintenance and events that potentially may be hindered if located in Price City and possibly subject to more stringent land use regulation, not otherwise considered legal non-complying. The southwest Price expansion area is estimated to bring the Price City border within close proximity or inclusive of the Carbon County Fairgrounds complex, although it is essentially close currently. At the Carbon County Fairgrounds many different events take place, including equestrian events, motorized competition events, fairs, exhibits and variety type entertainment productions. Additionally, having such facilities adjacent to Price City will enhance their usage and availability to the residents of the City as growth in housing, professional, commercial and industry take place in the City.

6. ANNEXATION IS GUIDED BY PRACTICABLE AND FEASIBLE PRINCIPLES REGARDING THE PROPOSED ANNEXATION.

It is the intent of Price City, through this Plan to set forth the principals that will guide decision making when considering expansion of the City's borders. Clear guidelines and issue identification will result in practical and feasible decisions that are in the best interest of Price, its residents, citizens and businesses, and the residents, citizens and businesses located in the proposed expansion/annexation areas, as well as the general population of the overall community including other unincorporated areas surrounding present or proposed Price City boundaries.

Further, it is the intent of this Plan to establish Price City's boundary lines along previously established boundary lines. These include the boundaries of special service districts, water and sewer districts and related taxing entities. The issue of school district boundaries is not present in the case of any of the proposed expansion/annexation areas as the Carbon County School District ability to service students will not be materially affected by the location of the proposed boundaries. The same students can be served in the same manner as they are being served presently. The Carbon County School District is the only school district in operation in the area and no conflicts are anticipated in regard to school boundaries, bussing schedules, etc.

Presently municipal type services are available to populations outside existing Price City boundaries and are provided by Carbon County or other providers. Some of these services are actually provided by Price City on a contract basis for Carbon County. Islands or peninsulas, within or without the Price City boundaries, may be considered when the provision of utilities, vehicle and pedestrian circulation and safety are primary factors.

Overlapping functions of local governments creates inefficiency in the provision of services. This unwanted phenonomen is acknowledged by Price City. Although Price City and

neighboring local governments must maintain working relationships to deliver services to citizens and to assist each other in times of need, overlaps do exist. The objective of this discussion and its inclusion in this Plan is not to present an argument for consolidation of services, but rather to facilitate a reduction or elimination in the unnecessary duplication of services to the same area by multiple governmental entities.

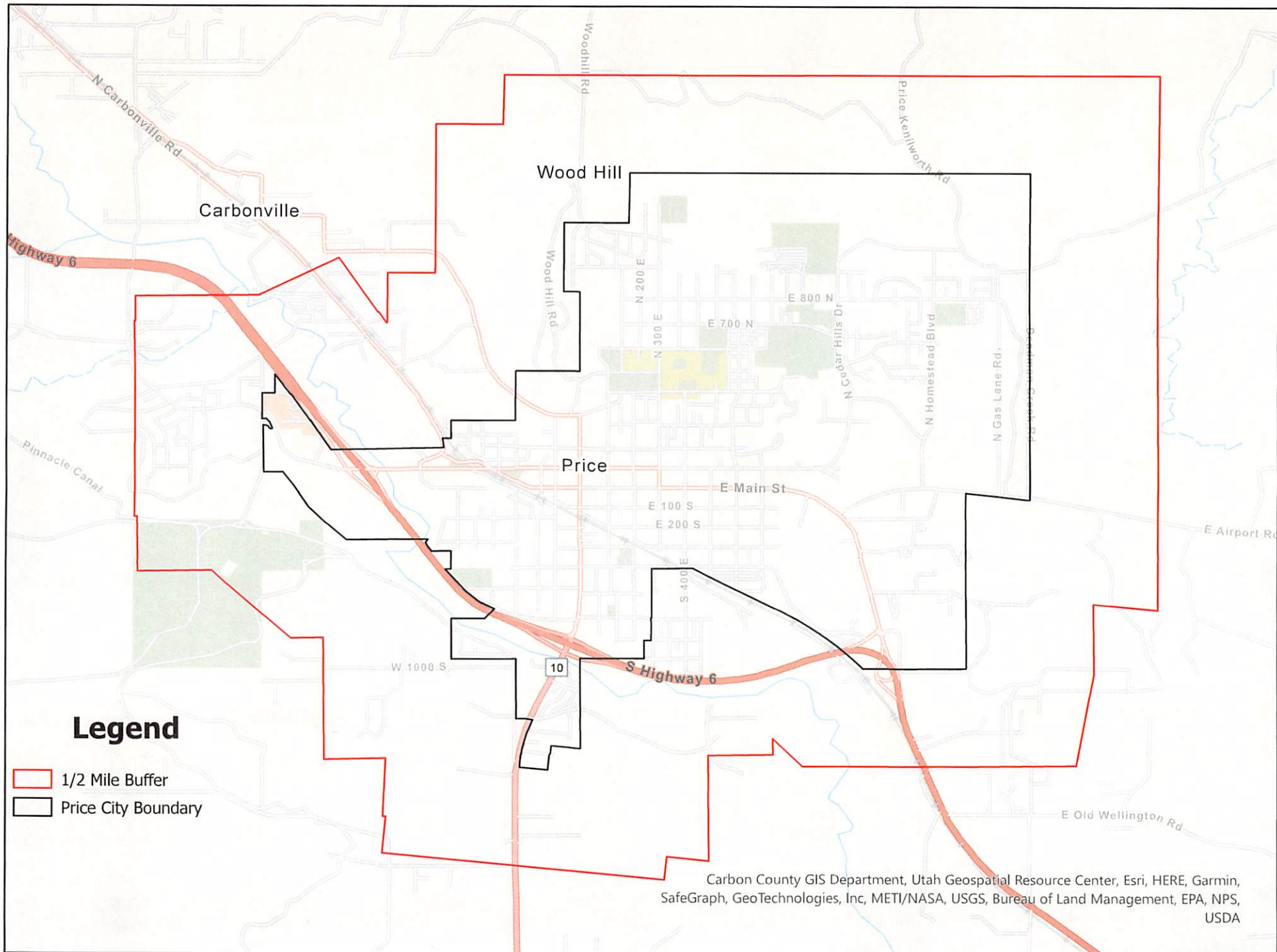
It will be the goal of Price City to promote the effective and most cost efficient delivery of services to persons and entities affected by any proposed expansion/annexation. This may be done by timely sharing of resources and creation of partnerships and inter-local agreements.

Additionally, Price City must support and facilitate a fair and equitable distribution of community resources and obligations. To this end, resources of the existing residential and business bases shall not be utilized only on services and improvements which may occur in the proposed expansion/annexation area(s). Conversely, the additional resources which may become available (financial or otherwise) from the expansion/annexation of an area into Price City must not be used for the primary benefit of the existing residential and business interests. Price City is cognizant of and amenable to understanding the needs of all citizens, whether they are situated within boundaries of the City or within the proposed expansion/annexation areas or outside of either area.

**CONCLUSION:**

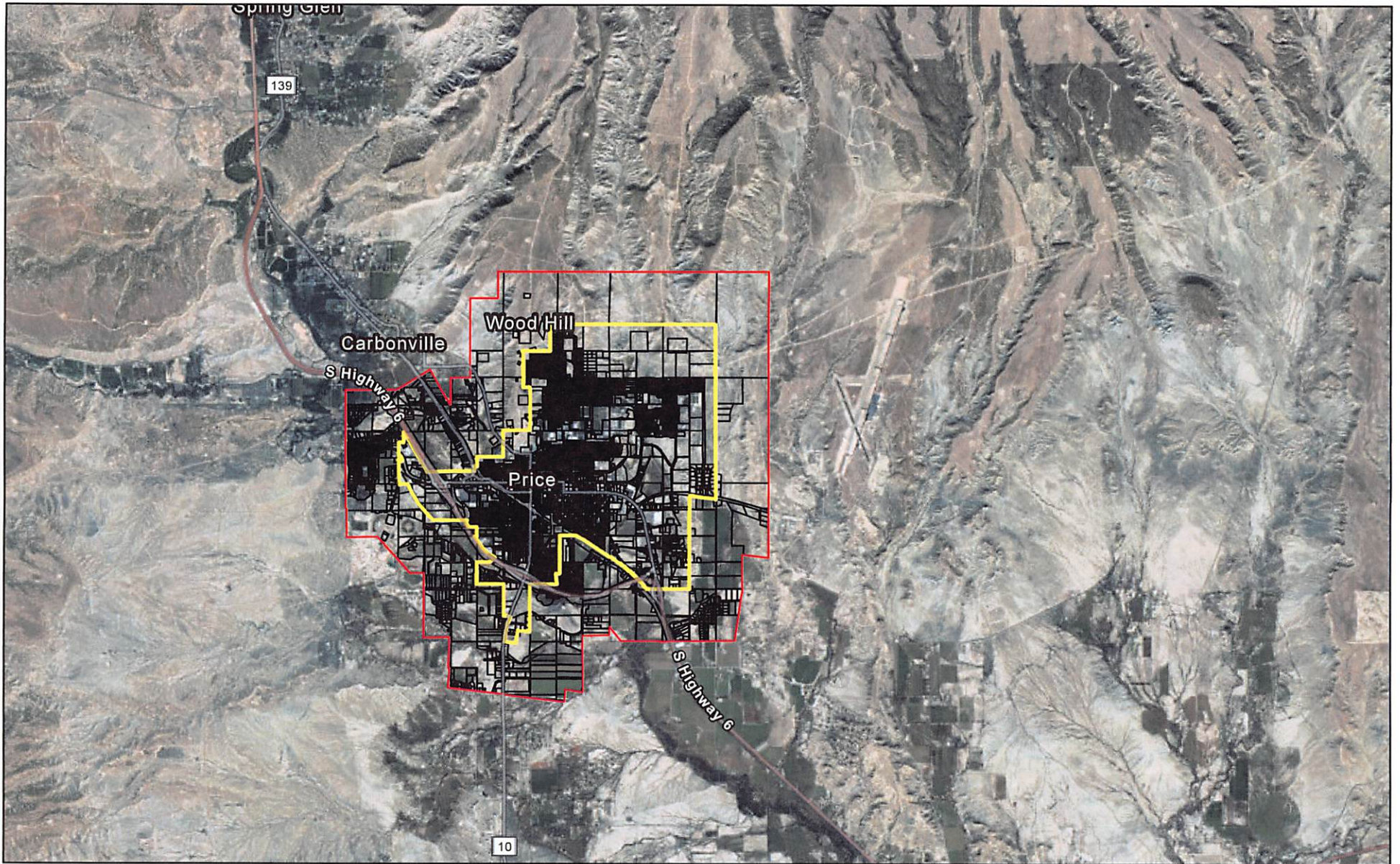
With respect to proposed expansion and annexation of lands contiguous to its borders, Price City believes that the process must follow proper procedures in accordance with Utah Law and common sense. By following Utah Law and the guidelines set forth in this Plan, future expansions and annexations can be accomplished in an orderly, efficient, and productive manner for the benefit of the people who live and work in our community.

**ATTACHMENT A  
ANNEXATION BUFFER AREA**

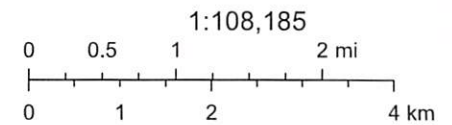


Carbon County GIS Department, Utah Geospatial Resource Center, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

# Price\_City\_Annex\_Map



2/7/2023



Earthstar Geographics, Carbon County GIS Department, Utah Geospatial Resource Center, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc.

MINUTES

Minutes of the Price City Council Workshop  
Conference Room 106  
March 8, 2023 – 4:00 p.m.

Present:

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

Excused:

Councilmember Miller

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Christman
2. City Councilmembers and Directors update

Adjourned: 5:27 p.m.

APPROVED:

\_\_\_\_\_  
Michael Kourianos, Mayor

ATTEST:

\_\_\_\_\_  
Jaci Adams, City Recorder

Minutes of the City Council Meeting  
City Hall  
Price, Utah  
March 8, 2023

Present:

Mayor Kourianos

Councilmembers:

Joe Christman

Rick Davis

Amy Knott-Jespersen

Boyd Marsing

Jaci Adams, City Recorder

Nick Tatton, Community/Human Resources Director

Brandon Sicilia, Chief of Police

Lisa Richens, Finance Director

Excused:

Councilmember Miller

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Kourianos called the regular meeting to order at 5:34 p.m. Steve Swinburne with the Price Chapel offered a word. 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 Christman reminded everyone not to text while driving.

4. PUBLIC COMMENT

No public comment was received on any item.

5. GENERAL BUSINESS/DISCUSSION

a. 2023 ST. PATRICK'S DAY PARADE GRAND MARSHALL. Announce and recognize the 2023 Grand Marshall for the St. Patrick's Day parade.

Megan Marshall announced Joe Colosimo as the 2023 St. Patrick's Day Grand Marshall for the parade. The Mayor and Council thanked him and presented him with a plaque.

b. CARBON MOUNTAIN BIKE TEAM. Recognition of the Carbon Mountain Bike Team.

Mayor Kourianos and Council recognized and congratulated the Carbon Mountain Bike Team for their great accomplishments during their competition season. Each member received a certificate. Boyd Bradford, Josie Jespersen, Spencer Hawley, Malia Smith, Will Clark, Betty Olson, Andrew Loveless, Caden Steele, Tacoma Smith, Teagan Robinson, Garrett Murray, Mace McCourt, Nathan Engar, Carson Taylor,

Ryu West, Monson Loveless, Grant Sherman, Ruth Olson, Michael Loveless, James Tullis, Cole Arthur, Maggie Madrid, Zander Holzer, Michael Weber, Sean Stromness, Spencer Tullis and Sam Madrid.

c. PUBLIC HEARING. To receive public comment on the Fiscal Year 2022-2023 mid-year budget revision.

**MOTION.**

Mayor Kourianos asked for a motion to open the Public Hearing. Councilmember Knott-Jespersen moved to open the Public Hearing at 5:49 p.m. Councilmember Marsing seconded and motion carried.

Lisa Richens, Finance Director, reviewed the revision highlights.

**MOTION.**

Acknowledging no public comment was offered or reported, Councilmember Davis moved to close the Public Hearing at 5:57 p.m. Councilmember Marsing seconded and motion carried.

d. RESOLUTION NO. 2023-03. A Resolution Amending Resolution 2022-16, and setting forth the Revised Budget for Price City, Utah, for the Fiscal Year Ending June 30, 2023.

**MOTION.**

Councilmember Davis moved to approve Resolution No. 2023-03, amending Resolution 2022-16, and setting forth the revised budget for Price City, Utah, for the fiscal year ending June 30, 2023. Councilmember Christman seconded and motion carried.

e. RESOLUTION NO. 2023-04. Consideration and possible approval of a Resolution Amending Price City's Electric Rate Schedule, as Established by Resolution No. 2019-18, by Increasing Charge, Usage and Demand Rates Set Forth in Each Respective Rate.

**MOTION.**

Councilmember Knott-Jespersen moved to approve Resolution No. 2023-04, amending Price City's electric rate schedule, as established by Resolution No 2019-18, by increasing charge, usage and demand rates set forth in each respective rate. Councilmember Davis seconded and motion carried.

f. RESOLUTION NO. 2023-05. Consideration and possible approval of a Resolution Affirming Price City Support for the Carbon County Pre-Disaster Mitigation Plan (2023 Edition).

**MOTION.**

Councilmember Marsing moved to approve Resolution No. 2023-05, affirming Price City support for the Carbon County Pre-Disaster Mitigation Plan (2023 Edition). Councilmember Christman seconded and motion carried.

6. CONSENT AGENDA

**MOTION**

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

a. MINUTES for CC 02-22-2023.

- b. BUDGET TRANSFERS. Consideration and possible approval of budgeted mid-year fund transfers.
- c. RATIFICATION. Ratification of transaction lock-in firm power supply schedule.
- d. BUDGET CALENDAR. Consideration and possible approval of the Fiscal Year 2023-2024 Calendar.
- e. TRAVEL REQUEST. Miles Nelson, Utah Water Users Workshop, March 20-22, 2023, St. George, UT.
- f. BUSINESS LICENSES. Ring Oil Express at 780 W Price River Dr. for Ray & Sunny Ring. Nicked Wood Co. at 47 N 100 W for Nicholas Snyder. The White Wick at 810 E 800 N for Sally Coyne. Swell Pet Supply Plus at 90 E 100 S for Melissa & John Reynolds. Cora Luke at 35 N 300 E. Beer License for Juniper Café LLC at 150 N Hospital Dr. for Sherry Nehl. Happy Glamper Beauty at 90 W 100 N for Alexis Allard & Lora Jones.

7. UNFINISHED BUSINESS

No unfinished business was discussed or reported.

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

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

The regular City Council meeting was adjourned at 6:02 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Michael Kourianos, Mayor

\_\_\_\_\_  
Jaci Adams, City Recorder



PRICE MUNICIPAL CORPORATION  
185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501  
PHONE (435) 637-5010 • FAX (435) 637-2905

**Mayor**  
MICHAEL KOURIANOS

**City Council**  
RICK DAVIS  
AMY KNOTT-JESPERSEN  
BOYD MARSING  
LAYNE MILLER  
JOE CHRISTMAN

March 22, 2023

Mark Cheney  
AVP, Corporate Benefits  
NFP Corporate Services (UT), Inc.  
3900 N. Traverse Mountain Boulevard  
Suite 301  
Lehi, UT 84043

Letter of Engagement: Consulting Broker Services–Employee Benefits

This letter is to confirm Price Municipal Corporation’s acceptance of the NFP Corporate Services (UT), Inc. (NFP) proposal to provide consulting and broker services regarding employee benefits. Consulting services will include but are not limited to assessment, design, cost-containment, acquisition and or renewal of the Price City employee benefit portfolio.

Mark, we appreciate the past service to Price Municipal Corporation by NFP and we are happy to continue our productive and trusted relationship. Contingent upon annual satisfaction, Price City anticipates continuing our relationship for seven years at which time we may solicit competitive proposals.

Please forward to my attention all documents required to continue our relationship. Please contact Nick Tatton if you have any additional questions.

Regards,

Mayor Michael Kourianos

Cc: Nick Tatton, Community Director, Price City  
Dana Young, Benefits Specialist, Price City



**DOCUMENT 00 52 00  
AGREEMENT  
(Price City – Sewer Cleaning)  
#1C-2023**

---

**PART 1 GENERAL**

---

**1.1 SERVICE PROVIDER**

- A. Name: Twin D Inc.
- B. Address: 3120 North 675 East  
Layton, Utah 84041
- C. Telephone number: 801-771-3038

**1.2 OWNER**

- A. The name of the OWNER is **Price Municipal Corporation; 185 East Main, Price, Utah 84501.**

**1.3 CONSTRUCTION CONTRACT**

- A. The SERVICE PROVIDER will commence and complete the construction of:  
  
**Price City Sewer Cleaning (#1C-2023)**
- B. The SERVICE PROVIDER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

**Base Bid—Schedule A:**

**Approximately 118,400 linear feet of sewer pipeline cleaning generally the northern area using specialized water flushing and cleaning equipment as part of year one. All work on Schedule A must be finished before June 30, 2023.**

**Price City may elect to extend the contract for an additional year to clean sewer main lines in the southern area (approximately 101,000 linear feet of sewer) using specialized water flushing and cleaning equipment. This additional work would start no sooner than July 1, 2023 with substantial completion occurring not later than October 31, 2023.**

#### 1.4 PUBLIC WORKS DIRECTOR

- A. Price City Public Works Director, the OWNER's representative and agent for this Construction Contract, who has the rights, authority and duties assigned in the Contract Documents under ENGINEER.

---

### PART 2 TIME AND MONEY CONSIDERATIONS

---

#### 2.1 CONTRACT PRICE

- A. The SERVICE PROVIDER 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 (Document 00 41 43) are as follows.
- A. **Approximately 118,400 linear feet of sewer pipeline cleaning generally the northern area using specialized water flushing and cleaning equipment as part of year one (finish before June 30, 2023).**
- B. **Approximately 101,000 linear feet of sewer pipeline cleaning generally the southern area using specialized water flushing and cleaning equipment. This additional work would start no sooner than October 31, 2023.**
- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:
- **Schedule A: Fifty-eight thousand two hundred fifty-three dollars and no cents (\$58,253.00)**
  - **Schedule B: Fifty-one thousand eight hundred twenty dollars and twenty cents (\$51,820.20)**

#### 2.2 CONTRACT TIME

- A. The Work on Schedule A will be completed by June 30, 2023 and October 31, 2023 for Schedule B.

#### 2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Two Hundred dollars and Zero cents (\$ 200.00 ) 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 SERVICE PROVIDER, its agents or employees, without the ENGINEER's prior written approval. OWNER and SERVICE PROVIDER 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 cents (\$ 100.00 ) for each day or part thereof of any utility interruption caused by the SERVICE PROVIDER without the ENGINEER's prior written authorization.

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

## 2.4 Payment

- A. SERVICE PROVIDER shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment)
- 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. This AGREEMENT which contains the following documents:

- ***PROCUREMENT REQUIREMENTS***
- 00 11 00 ADVERTISEMENT FOR BIDS
- 00 11 16 INVITATION TO BID
- 00 41 43 BID FORM AND BIDDERS PROPOSAL
- 00 43 38 BIDDER STATUS FORM
- ***CONTRACTING REQUIREMENTS***
- 00 51 00 NOTICE OF AWARD
- 00 52 00 AGREEMENT
- 00 55 00 NOTICE TO PROCEED
- 00 62 00 APPLICATION FOR PAYMENT

- 00 62 16 CERTIFICATE OF INSURANCE
- 00 63 63 CONTRACT CHANGE ORDER
- 00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION
- ***DIVISION 01 – GENERAL REQUIREMENTS***
- 01 31 00 PROJECT MANAGEMENT & COORDINATION
- 33 31 10 SANITARY SEWER MAIN CLEANING
- MAP (SPRING)
- Sections 1-7
- MAP (FALL)
- Section 8-12

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and SERVICE PROVIDER execute this Agreement and declare it in effect as of the \_\_\_ day of \_\_\_\_\_.

**3.2 OWNER’S AND SERVICE PROVIDER’S SUBSCRIPTION AND ACKNOWLEDGEMENT**

Owner Price Municipal Corporation [CORPORATE SEAL]  
 By \_\_\_\_\_  
 Name Michael Kourianos  
 Title Mayor

Attest \_\_\_\_\_  
 By Jaci Adams  
 Title City Recorder

SERVICE PROVIDER TWIN D INC [CORPORATE SEAL]  
 By Nathan M Benny  
 Name \_\_\_\_\_  
 Address 3120 N 675 E, Layton, UT 84041

Attest \_\_\_\_\_  
 By CAROL TRACKER  
 Title Office Administrator

END OF DOCUMENT

**UTAH FIXED EQUIPMENT LEASE**

**Long Name of Entity:** Price City  
**Address:** 185 E. Main Street  
**City, State Zip:** Price, UT 84501  
**Attention:** Lisa Richens  
**Public Finance Office:** Finance Director  
**County:** Carbon  
**Amount:** 72,000.00  
**Rate:** 5.75  
**Maturity Date:** April 4, 2027  
**First Pmt Date:** April 4, 2023  
**Payment Dates:** April 4  
**Auto Extend:** 5  
**Governing Body:** City Council  
**Resolution Date:** March, 2023  
**Dated Date:** April, 2023  
**Day:** 4th  
**State:** Utah

**\$ 72,000.00**  
**Price City**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the Price City
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Exhibit F. Delivery and Acceptance Certificate
  8. Form 8038-G
  9. Wire Transfer Request

---

**LEASE/PURCHASE AGREEMENT**

Dated as of April 4, 2023

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**PRICE CITY,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of April 4, 2023, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and Price City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

### W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

**“Governing Body”** means the governing body of the Lessee.

**“Lease Payments”** means the rental payments described in Exhibit A hereto.

**“Lease Payment Date”** shall have the meaning set forth in Section 3.4(a) hereof.

**“Leased Property”** shall have the meaning set forth in the Whereas clauses hereof.

**“Lessee”** shall have the meaning set forth in the Preamble hereof.

**“Net Proceeds”** means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

**“Obligation Instrument”** shall have the meaning set forth in Section 2.1(c) hereof.

**“Original Term”** shall have the meaning set forth in Section 3.2 hereof.

**“Permitted Encumbrances”** means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

**“Rebate Exemption”** shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

**“Regulations”** shall have the meaning set forth in Section 2.1(l)(i) hereof.

**“Renewal Term”** shall have the meaning set forth in Section 3.2 hereof.

**“Scheduled Term”** shall have the meaning set forth in Section 3.2 hereof.

**“State”** shall have the meaning set forth in the Preamble hereof.

**“Term”** or **“Term of this Lease”** means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 **Exhibits**. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

(I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

(II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) Subsequent Expenditures: all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) Prior Expenditures: the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

(III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit \_\_ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III)

the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the

current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on April 4, 2027, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

#### SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as

provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

#### **SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.**

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) **Tax and Assessments; Utility Charges.** The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) **Contests.** The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; **provided** that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

**SECTION 5.4 Modification of the Leased Property.**

(a) **Additions, Modifications and Improvements.** The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) **No Liens.** Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; **provided** that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

**SECTION 5.5 Permits.** The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

**SECTION 5.6 Bank's Right to Perform for Lessee.** If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

**SECTION 5.7 Bank's Disclaimer of Warranties.** The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing

of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 7.1 Events of Default Defined.** The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) **Payment Default.** Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) **Covenant Default.** Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) **Bankruptcy or Insolvency.** The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

**SECTION 7.2 Remedies on Default.** Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

**SECTION 7.3 No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

If to the Lessee:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

Price City  
185 E. Main Street  
P. O. Box 893  
Price, UT 84501  
Attention: Lisa Richens

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

**SECTION 9.2 System of Registration.** The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

**SECTION 9.3 Instruments of Further Assurance.** To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

**SECTION 9.4 Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

**SECTION 9.5 Amendments.** This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

**SECTION 9.6 Section Headings.** Section headings are for reference only and shall not be used to interpret this Lease.

**SECTION 9.7 Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 9.8 Entire Agreement.** This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

**SECTION 9.9 Execution in Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 9.10 Arbitration.** To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

**SECTION 9.11 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A., as Lessor**

By: \_\_\_\_\_  
Authorized Officer

**PRICE CITY, as Lessee**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of five and seventy-five hundredths percent ( 5.75 %) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I
04/04/2023	16,276.35	-	-	16,276.35
04/04/2024	13,014.74	5.750%	3,261.61	16,276.35
04/04/2025	13,763.09	5.750%	2,513.26	16,276.35
04/04/2026	14,554.47	5.750%	1,721.88	16,276.35
04/04/2027	15,391.35	5.750%	885.00	16,276.35
Total	\$73,000.00	-	\$8,381.75	\$81,381.75

**EXHIBIT B**

**DESCRIPTION OF THE LEASED PROPERTY**

**2023 John Deere 325G Compact Track Ldr Base  
VIN #: 1T0325GMKPJ442440**

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of Price City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Price City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**Attest:**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

COUNTY OF CARBON

) ss.

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of Price City (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on March 22, 2023, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2023.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT D**  
**Opinion of Lessee's Counsel**

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for Price City (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 4th day of April, 2023, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee

**EXHIBIT E**

**SECURITY DOCUMENTS**

**[Attach Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]**

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated April 4, 2023 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**PRICE CITY**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

A handwritten signature in blue ink, appearing to be "NT", written over the name "Nick Tatton".

*Distributed electronically via email by  
NT on 3-14-23*

DATE: March 14<sup>th</sup>, 2022

SUBJECT: Career Ladder Promotion: Garrett Safley

Brandon Sicilia, Police Chief, recommends that Garrett Safley be promoted from Police Officer I, Grade 14, to Police Officer II, Grade 15.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Chief Sicilia. The Finance Director confirmed the promotion is budgeted for the 202-2023 fiscal year. It is recommended that the promotion become effective on the payroll cycle beginning on March 26<sup>th</sup>, 2023. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion, as amended. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for March 22<sup>nd</sup>, 2023. If you have any questions, please contact Chief Sicilia, or myself.

Cc Chief Sicilia  
Lisa Richens  
Dana Young

## SECOND AMENDMENT TO EASEMENT NO 2253

THIS SECOND AMENDMENT TO EASEMENT AGREEMENT NO 2253 (the “Second Amendment”), is made as of the 1<sup>st</sup> day of April, 2023 (“**Effective Date**”), by and among THE STATE OF UTAH, School and Institutional Trust Lands Administration (“**Grantor**”); and PRICE MUNICIPAL CORPORATION (“**Grantee**”), PO Box 893, Price, Utah 84501.”).

### RECITALS

- A. Grantor and Grantee are parties to Easement Agreement No. 2253, dated May 8, 2019 (the “**Easement Agreement**”), concerning certain lands in Carbon County, described in Exhibit A of the Easement Agreement.
- B. The Easement was amended on April 1, 2022, to extend its term to March 31, 2023.
- C. Grantee desires to amend the Easement Agreement to extend the term of this Easement Agreement and Grantor has agreed to the extension on the terms and conditions of the Second Amendment.

### AGREEMENT

Grantor and Grantee agree as follows:

1. Amendment of the Term. The parties hereby delete Section 3 of the Easement Agreement in its entirety and replace it with the following:
  - a. The term of the Easement shall commence on Effective Date and shall expire on March 31, 2024. Nevertheless, Grantor has the right to terminate this Agreement with 30 days prior written notice to Grantee, any time after November 1, 2023, if it is needed for a development opportunity or at any time in case of Grantee’s non-compliance with Paragraph 2 below. If development opportunities do not seem imminent, and the Authorized Activities on the Subject Property are profitable for both Grantee and Grantor, the parties may choose to renew the term of this Agreement and otherwise amend the Agreement, but neither party is required to do so. At the termination of the Agreement the Grantee shall reclaim and reseed any disturbed portion of the Subject Property with an appropriate native species seed mixture. This obligation will survive termination.

2. Amendment of the Easement Agreement. If there are any conflicts or inconsistencies between the terms of this Second Amendment and the terms of the Easement Agreement, the terms of this Second Amendment control.

3. Ratification. The parties hereby ratify and reaffirm the Easement Agreement, as amended by this Second Amendment. All terms of the Easement Agreement not amended by this Second Amendment remain the same and continue in full force and effect.

4. General Provisions.

- a. The parties shall do all further acts and things and execute and deliver additional agreements and instruments as the other may reasonably require to confirm the agreement contained in this Second Amendment.
- b. This Second Amendment represents the entire agreement among the parties with respect to the subject matter of this Second Amendment and supersedes any previous agreement, written or oral, between the parties. The parties may only modify this Second Amendment in a writing signed by the party against whom enforcement is sought.
- c. There are no third-party beneficiaries to this Second Amendment.
- d. This Second Amendment is binding on and inures to the benefit of the parties and their respective officers, directors, representatives, affiliates, parents, subsidiaries, agents, principals, corporate divisions, trustees, heirs, executors, successors and assigns.
- e. This Second Amendment is governed by the laws of the State of Utah. The parties hereby submit to the exclusive jurisdiction of the Third Judicial District Courts in Salt Lake County, Utah.
- f. The parties may execute this Second Amendment in counterparts, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument. The parties may sign this Second Amendment by exchange of signature pages through facsimile or email or by any other means agreed by the parties.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Second Amendment as of the Effective Date.

**STATE OF UTAH, SCHOOL AND  
INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:  
Sean D. Reyes, Attorney General

By: Chris Shiraldi  
Special Assistant Attorney General

**PRICE MUNICIPAL CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, residing at:

My commission expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_ who after being duly sworn, acknowledged to me that he is the \_\_\_\_\_ of PRICE MUNICIPAL CORPORATION, and authorized to execute the above instrument.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, residing at:

My commission expires:

# Price City Police Department Travel Request and Authorization

Date: March 06, 2023

Employee: Garrett Safley

Purpose of Travel: POST Instructor Development

Agency Sponsoring Activity: POST

Destination: Salt Lake County Sheriff's Office

Dates employee will be involved in training (include travel time): April 05 – 07 2023

Expenses will be reimbursed to the City by: \_\_\_\_\_

**Method of Travel:**

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle (gas)  
\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

**Meals:** \$54.00 x 3 \$ 162.00

**Lodging:** \$ 0  
On Visa 4452

**Registration Fees:** \$ 0

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 162.00

\*\*\*\*\*

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on \_\_\_\_\_

For: **Safley, Garrett Alan**  
Session: **POST Instructor Development - FY23 -  
INSTRUCTOR DEVELOPMENT SLCO APRIL 5-  
7, 2023**  
POST ID: **1583-8378**

---

**Safley, Garrett Alan**

**Session**

**Session** POST Instructor Development - FY23 -  
INSTRUCTOR DEVELOPMENT SLCO APRIL 5-7,  
2023

**Date(s)** 04/05/2023 - 04/07/2023

**Hours** 32h 0m

**Student Status** Enrolled

**Training Category** POST InService - General

**Sending Organization** Price City Police Department

**Location** Salt Lake County Sheriff's Office Building

**Grades**

<i>Test</i>	<i>% of Overall Grade</i>	<i>Test Date</i>	<i>Grade</i>	<i>Pass/Fail</i>
Completed Course				Not Taken

**Overall**

**Weighted Mean for Tests Taken:**



PRICE MUNICIPAL CORPORATION  
 185 EAST MAIN  
 P.O. BOX 893  
 PRICE UT 84501  
 Phone: 435-636-3182  
 Fax:


**Purchase Order # 54387**

<b>To:</b> 7223 PARRY. ART	<b>Ship to:</b> PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
----------------------------------	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/06/2023	skyj			0	

Description	GL Act No.	Invoice No.	Total
PER DIEM - FIDO 03/12 - 03/17	10-60-230		231.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	231.00

  
 \_\_\_\_\_  
 Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE  
 APPROVED  
 BY FINANCIAL DIRECTOR

# Price City Police Department Travel Request and Authorization

Date: March 06, 2023

Employee: Art Parry and Frankie Tapia

Purpose of Travel: Marijuana/FIDO

Agency Sponsoring Activity: Utah Bureau of Forensic Services

Destination: Cottonwood Heights, UT

Dates employee will be involved in training (include travel time): March 12-17

Expenses will be reimbursed to the City by: \_\_\_\_\_

## Method of Travel:

City Vehicle (gas) \$ \_\_\_\_\_

Personal Vehicle (gas)

\_\_\_\_\_ miles x \_\_\_\_\_ cents per mile = \$ \_\_\_\_\_

**Meals:** 12<sup>th</sup>: \$52.00 \$ 462.00

13<sup>th</sup>: 82.00

14<sup>th</sup>: 82.00

15<sup>th</sup>: 82.00

16<sup>th</sup>: 82.00

17<sup>th</sup>: 82.00

POs: 54387, 54388

**Lodging:** 5 nights + 93.06 Tax \$ 781.36

On Visa 4452

**Registration Fees:** \$ 150.00

**Other Expenses:** \_\_\_\_\_ \$ \_\_\_\_\_

**Total (estimate):** \$ 1393.36

\*\*\*\*\*

Submitted by: Chief Brandon Sicilia

Submitted to City Council for Approval on \_\_\_\_\_



PRICE MUNICIPAL CORPORATION  
 185 EAST MAIN  
 P.O. BOX 893  
 PRICE UT 84501  
 Phone: 435-636-3182  
 Fax:

**Purchase Order # 54388**

<b>To:</b> 13855 TAPIA, FRANKIE PRICE UT 84501	<b>Ship to:</b> PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/06/2023	skyj			0	

Description	GL Act No.	Invoice No.	Total
PER DIEM FIDO 03/12 - 03/17	10-60-230		231.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	231.00

  
 Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE  
 APPROVED  
 BY FINANCIAL DIRECTOR



PRICE MUNICIPAL CORPORATION  
 185 EAST MAIN  
 P.O. BOX 893  
 PRICE UT 84501  
 Phone: 435-636-3182  
 Fax:

**Purchase Order # 54387**

<b>To:</b> 7223 PARRY, ART	<b>Ship to:</b> PRICE MUNICIPAL CORPORATION 185 EAST MAIN P.O. BOX 893 PRICE UT 84501
----------------------------------	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/06/2023	skyj			0	

Description	GL Act No.	Invoice No.	Total
PER DIEM - FIDO 03/12 - 03/17	10-60-230		231.00

SHIPPING & HANDLING	0.00
TOTAL PO AMOUNT	231.00

  
 \_\_\_\_\_  
 Authorized Signature

ORDERS IN EXCESS OF \$500 MUST BE  
 APPROVED  
 BY FINANCIAL DIRECTOR

# *Marijuana Leaf Identification Technician/Field Investigation Drug Officer (FIDO) Courses*

This information packed course will provide the necessary training to law enforcement officers and analysts in the identification of crushed marijuana submissions in order to facilitate their acceptance as subject matter expert witnesses in the courtroom setting.



The **intensive** 4-day course covers the botany, chemistry and analysis of

marijuana preparations and each applicant will be required to pass 3 written examinations, a laboratory competency test, ten mock cases as well as examine and chemically test several hundred botanical exhibits. **(Warning: It is not recommended that a candidate take this course unless they can apply their full resources to studying and preparing for each days examinations and lessons. The demand of the course is similar to the DRE program).**

After successful completion of this course, the marijuana leaf technician will assume responsibility for all of their agency's marijuana submissions. The laboratory will serve as an advisor/mentor but will not provide marijuana analysis to agencies. This class is an opportunity to move into this new environment with trained analysts.

If an agency does not have a qualified marijuana leaf technician, a list will be provided to each student of qualified technicians in their area that may be able to assist them in the analysis of marijuana.



**(Picture of gross morphological features of a female marijuana plant)**

### **Other benefits:**

- Your agency will be able to process, test and testify to marijuana cases in your jurisdiction
- Your technician will be able to train other officers and the public on marijuana recognition
- Faster case turnaround time
- Less evidence transferred out of your evidence room
- The opportunity to recover cost and pay for the program through your local and city courts/fines

### What else can you expect?

- You will be given all training information and resource material
- A certificate of qualification to serve as official documentation of your subject matter expertise
- Some moot court experience/questions that are the basis of most direct testimony and cross examination in the field of marijuana analysis
- Record keeping and case note instruction for scientific processes

### Who Should Attend?

- Crime Scene/Lab Personnel
- Evidence Room Technicians
- Narcotic Task Force/Squad Members
- Detectives

### Requirements:

1. Candidates must complete Marijuana Leaf ID Technician/FIDO Registration form:
2. Candidates **must** have required equipment before attending class. You can start up a

program for under \$1200.00 and maintain it around \$200.00 year.

3. Must re-certify yearly for Marijuana Leaf ID Technician and FIDO.
4. A \$75.00 registration fee (payable to DPS) **must** be sent for the Marijuana Leaf ID Course to the following address at the time of electronic registration (this will guarantee a spot):

**Forensic Services**  
**Attn: MJ Registration**  
**(Utah State Crime Lab)**  
**Box 148285**  
**4501 South 2700 West**  
**Salt Lake City, UT 84114-8285**



(Officer interpreting the results from the Duquenois-Levine color test)

### Field Investigation Drug Officer Course (FIDO):

The laboratory has also incorporated the FIDO class into the Marijuana Leaf Identification Technician Program. You

will be given a kit which will allow you to screen for the following drugs:

- Methamphetamine
- Cocaine
- Heroin

### Contact for Marijuana Leaf ID Technician and FIDO :

Bryan Holden:  
[bholden@utah.gov](mailto:bholden@utah.gov)

**BUSINESS LICENSES**

Account No: 3616  
 Business Activity: 5411  
 Fee: \$150-  
 CC Approval:  Yes  No Date: \_\_\_\_\_  
 License Sent: \_\_\_\_\_  
 Health Dept: \_\_\_\_\_



**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) 636-3183.

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):** Nathaniel Woodward, Attorney at Law

If Name Change, list previous name:

**Business Address:** 925 N. 300 E Suite/Apt. No.:

**City:** PRICE **State:** UT **Zip Code:** 84501

**Business Telephone:** (435) 636-2378 **Business E-mail:** NWoodward@priceut.com **Business Fax:**

**Mailing Address (if different):** **City:** **State:** **Zip Code:**

**Property Owner's Name:** Wayne Woodward **Property Owner's Telephone:** (435) 636-6163

**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:** March 20, 2007 **Business Hours:** From 9 To 5 MTWTFSS (please circle)

**Detailed Description of Business:** LEGAL SERVICES, CONSULTING, EDUCATION

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):** 92-2712077

**State License No. (Include copy):** **State License Type:**

**THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS.** Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

Alcoholic Beverages  Eating Establishment  Amusement Center  
 Pawnbroker  Sexually Oriented Business