

Mayor
JOE L PICCOLO

City Attorney
NICK SAMPINOS

City Recorder
LAURIE TRYON

City Treasurer
SHARI MADRID

Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council

WAYNE CLAUSING

RICK DAVIS

KATHY HANNA-SMITH

LAYNE MILLER

MILES NELSON

PUBLIC NOTICE OF MEETING

June 23, 2014

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 06/25/2014. 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. PUBLIC COMMENT
 4. COUNCILMEMBERS REPORT
 5. EDUCATIONAL SCHOLARSHIP-Scholarship essay presentation by Derek Young and possible approval of an educational scholarship for attendance at Utah State University-Eastern.
 6. PUBLIC HEARING-To receive public comment on the year-end budget revision for Fiscal Year 2013-2014.
 7. RESOLUTION 2014-12-A Resolution Amending Resolution 2014-04, and Setting Forth the Revised Budget of Price City, Utah, for the Fiscal Year Ending June 30, 2014.
 8. PUBLIC HEARING-To receive public comment on the Tentative Budget for Fiscal Year 2014-2015 and the proposed transfer from the Electric Fund to the General Fund as included in the Tentative Budget.
 9. RESOLUTION 2014-13-A Resolution Adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2015.
 10. RESOLUTION 2014-14-A Resolution Adopting the Certified Tax Rate for 2014 of the Price Municipal Corporation.
- PLANNING AND ZONING COMMISSION
11. Conditional Use Permit
 - a. LEVAN HALL'S CREATIONS-586 Cedar Lane-Home Occupied Business-Final
- CONSENT AGENDA
12. MINUTES
 - a. June 11, 2014-City Council Meeting
 13. BUSINESS LICENSES-Authorization to approve a business license for Figures of Faith at 246 Park Ave. (Internet sales) HOB
 14. SURPLUS FINAL SALE-Authorization to donate the remains of the public surplus sale of unusable computer supplies to local schools, clubs or other entities that may be able to use the remaining items.
 15. AGREEMENT-Consideration and possible approval of an agreement and contract for services between the Southeast Utah Community Development Corporation and Price City.
 16. LEASE CORRECTION-Consideration and possible approval of a correction to the description of lease and affidavit of entity identity associated with mineral leases in the Miller Creek area held by

- Contex Energy.
17. FINANCE DEPARTMENT-Authorization to approve budgeted year-end fund transfers.
 18. CDBG CONTRACT-Consideration and possible approval of a CDBG Contract in the amount of \$120,000 in support of the Housing Authority of of Carbon County.
 19. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROG.-CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS
 20. UNFINISHED BUSINESS
 - a. Recycling

I, Laurie Tryon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html> June 23, 2014. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

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

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



Price City

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

UTAH'S CASTLE COUNTRY!!

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: May 29, 2014	Submitting Department: Community Development
Meeting Date: June 25, 2014	Department Director: Nick Tatton
	Presenter: Derek Young

Subject:	Local educational scholarship.
Purpose Statement:	Support USU as a local economic entity and support local students to attend local schools and stay local rather than moving from the area.
Background &/or Alternatives:	Price City approved \$3,000 in the 2014-2015 budget for local scholarships to be provided by Price City. The application is a short (2 page) essay on career aspirations and community service provided to the Price City area. Applicants must live within the boundaries of Price City and attend college within Price City. The applicant meets the program eligibility requirements. Scholarship funds will be paid directly to USU-E for the student account for books, tuition, fees and not to the student. In the event of unused funds, the funds would be returned to Price City.
Attachments:	Promotional flyer for program, copy of scholarship award certificate.
Fiscal Impact:	\$650 of budgeted funds from the \$3,000 placed in account #10-48-481 in the Community Development Department.
Staff Impact:	Very minimal, process request and payment.
Legal Review:	None. Program, process and budget previously reviewed and approved.
Recommendation:	It is the recommendation of staff to authorize the applicant a Price City scholarship in the amount of \$650 for attendance at USU-E.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize an educational scholarship to be paid to USU-E by Price City consistent with the Price City Scholarship program and budget for Derek Young. 2. Move to authorize staff to administer the scholarship.
Other Comments:	\$200 represents a program "practice" to authorize \$200 for qualifying non-traditional students; \$300 for qualifying quazi-non-traditional students and \$650 for traditional students, all subject to funding availability.

**Submit Scholarship
Application Essays**

Price City Scholarships Available

**Great
Education
Ahead**



Price City is proud to offer a limited number of scholarships of varying amounts to students living within the boundaries of Price City. The scholarships are only valid for attendance at Utah State University—Eastern Price Campus.

Scholarship applications may be submitted year-round & scholarship funding is limited and will be disbursed to qualifying students on a first-come-first served basis upon application approval and processing.

To apply simply submit a 2 page essay to Price City indicating the following items:

- Past, current and future plans for community service within Price City;
- Current courses of study and career aspirations;
- How your career goals may improve the Price City community overall.

**Submit Scholarship Application
Essays to:**

**Nick Tatton, Community Director
Price City
P.O. Box 893
Price, Utah 84501**

Include student contact information on all submissions. Allow 4-6 weeks for processing and notification of any potential scholarship awards.





Nick Tatton <nickt@priceutah.net>

Fwd:

2 messages

Jan Young <jan.young@usu.edu>
To: "nick@priceutah.net" <nick@priceutah.net>

Thu, May 29, 2014 at 2:31 PM

Nick,

Here is Derek's letter. Will this work?

Jan

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: derek35young@gmail.com

Date: 05/29/2014 1:11 PM (GMT-07:00)

To: Jan Young

Subject:

I have lived in Price my entire life. My parents had been living here for many years before they had me. I was born in Salt Lake only because my mom's doctor was there, but other than that, I have been in Price. I grew up participating in many local activities while living here. I did everything from playing baseball and basketball, taking karate lessons, playing the piano, and participating in the local production of the Nutcracker. I was involved in many activities.

As far as my educational experience is concerned, I have gone to school here in Price too. I started at Ms. Alices Preschool. Then to Castle Heights Elementary School for kindergarten through second grade. I then spent the next two years at Pinnacle before returning to Castle Heights for my fifth and six grade years. I then moved to Mont Harmon Junior High for the next three years before finally making it up to Carbon High School. I thoroughly enjoyed my experiences at Carbon. Most recently I just completed my first year at USU Eastern.

While at USU Eastern, I took a full schedule of difficult classes and played on the baseball team. I choose to stay at Eastern because it is a good school that offers an education comparable to that of any school but for a much better value. Staying here was good for me because I was able to get a quality education for a cheap price while still being able to enjoy the luxuries of living at home. It was a good

experience to get my feet wet in the college experience without having the shock of thousands of students at a major university.

Right now I am slightly undecided in what direction I am going to pursue as a career and what to study. But I am thinking that I would enjoy something in the Sciences or the Medical field. I have a love for Sciences and think that I would like something in that field. While deciding what I want to do, I am thinking that I want to find something that I would be able to get a job somewhere else, or come back to Price. I would like to come back to Price because it is a good town and it is where I grew up. My family is all here and I enjoy that small town atmosphere. I plan on going to Eastern for one more year before going either to the University of Utah or to Utah State University. I know that getting a good education is important and will be crucial when looking for good jobs and solid careers. Thanks for your consideration for the Price City Scholarship.

Derek Young

Derek35young@gmail.com

Sent from Windows Mail

Nick Tatton <nickt@priceutah.net>
To: Jan Young <jan.young@usu.edu>

Thu, May 29, 2014 at 2:38 PM

Thanks, I will get it into the system for processing. Tentatively, plan to attend the city council meeting at 5:30pm on 6-25-14 for Derek to talk to the council for a few minutes about his plans and goals and receive the scholarship certificate. Within a few weeks after that the scholarship will be placed on his student account, \$650.

[Quoted text hidden]

—
Nick Tatton, Community Director
Price City
[435-636-3184](tel:435-636-3184)

EDUCATIONAL SCHOLARSHIP

THIS SCHOLARSHIP IS AWARDED TO

Derek Young

IN RECOGNITION OF A DESIRE FOR IMPROVING HIS
EDUCATION AND CHARITABLE GIVING TO THE PRICE CITY
COMMUNITY

IN THE AMOUNT OF
\$ 6 5 0

TO BE USED FOR TUITION, BOOKS AND FEES IN THE
PURSUIT OF AN ASSOCIATES DEGREE FROM UTAH STATE
UNIVERSITY-EASTERN

*Provided in the Spirit of a Progressive and Friendly Community by the Price City
Mayor and City Council*



Chairman
LARRY BRUNO

City Attorney
NICK SAMPINOS

Community Director
NICK TATTON

City Recorder
LAURIE TRYON



Commission

JUDY BEACCO
NANCY BENTLEY
DALE EVANS
ROBERT OLIVER
RICHARD ROOT
FRANKIE SACCO
ERROLL HOLT, ALT.
CHRIS MICOZ, ALT.

PRICE CITY PLANNING COMMISSION

phone: (435) 636-3184 · Fax: (435) 637-2905

185 E. Main - P.O. Box 893

Price, Utah 84501

**PLANNING AND ZONING AGENDA
06/23/2014**

THE PRICE CITY PLANNING AND ZONING COMMISSION WILL HOLD THEIR REGULARLY SCHEDULED MEETING ON THE ABOVE DATE AT 6:00 PM IN THE PRICE CITY HALL COUNCIL CHAMBERS (ROOM 104). THE PLANNING AND ZONING COMMISSION CHAIRMAN RESERVES THE RIGHT TO MODIFY THE SEQUENCE OF AGENDA ITEMS IN ORDER TO FACILITATE SPECIAL NEEDS.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. MINUTES
 - a. May 12, 2014
4. PUBLIC COMMENT ON AGENDA ITEMS
5. CONDITIONAL USE PERMIT
 - a. HOME OCCUPIED BUSINESS-Consideration and possible approval of a Home Occupied Business, Levan Hall's Creations, LLC., Levan Hall, located at 586 Cedar Lane within the R1-6 zoning district.
6. UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact, City Recorder, Laurie Tryon at 185 E. Main, Price, Utah - Telephone 636-3183 at least 24 hours prior to the meeting. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Present:

Mayor Piccolo

Councilmembers:

Layne Miller

Kathy Hanna-Smith

Rick Davis

Wayne Clausing

Gary Sonntag, Public Works Director

Nick Sampinos, City Attorney

Kevin Drolc, Police Chief

Lisa Richens-Finance Director

Laurie Tryon, City Recorder

Bret Cammans-Customer Service Director

Nick Tatton-Community Director

Excused Absence: Councilmember Miles Nelson, John Daniels-Human Resource Director

Present: Scottie Kraync, C.J. McManus, Dennis Arдохain, Frank Markosek, Josie Luke, Kelsey Meno and Marces Navarro

Mayor Piccolo called the regular meeting to order at 5:30 p.m. and led the Pledge of Allegiance. Roll was called with the above Councilmembers and staff in attendance.

1. PUBLIC COMMENT-

Dennis Arдохain presented a brief update on the Miner's Memorial project. He stated that there are many events coming up that the group will participate in with auctions and fundraisers. He stated that the list of miners should be completed by April and the Adopt A Miner program may be the largest fundraiser for the project. Mr. Arдохain thanked the Mayor and Council for their support and hoped to have a proclamation ready for September.

2. COUNCILMEMBERS REPORT-The Councilmembers presented an update on the activities and functions in which they have participated.

Councilmember Miller stated that the Coca-Cola Company would like to work with Price City on promotions for the Wave Pool to increase revenue. Mayor Piccolo recommended that Councilmember Miller, Bret Cammans, Tamara Gray and Lisa Richens should work as a committee to address request and to place the matter on a future City Council agenda for consideration further.

3. BOYS AND GIRLS CLUB-Request of a donation of up to \$7500.00 to support the Boys and Girls Club-Josie Luke

Josie Luke of the Boys and Girls Club requested a donation of up to \$7,500.00 to support the Club. She introduced her staff, Kelsey Meno and Marces Navarro. Ms. Luke stated that she has provided the City Council with the packet of information requested by them regarding the budget, board of directors, activities of the Club and has also researched the return on investment with local tourism and economic development programs. She stated that the program has grown from 24 members to 40 with the summer program. She stated that the program needs the funding in order to keep afloat until reimbursable grants are received. Councilmember Clausing stated that the City is under budget constraints at this time and believes that this is more of a community project where fundraising and citizen support would be beneficial. Mayor Piccolo stated that even though Price City is under budget constraints at this

time, the City could act as a funding mechanism and catalyst for the club and invited Ms. Luke to use the Community Director and Finance Director as a resource for information. Councilmember Davis stated that there may be a budget item under Youth Council that may be used for this donation. Mayor Piccolo asked Ms. Luke, if the City was able to use the line item budgeted for the Youth Council to support the Boys and Girls Club, would the group be able to receive the rest of the funding from other entities? Ms. Luke said she would check with the Carbon County School District and other entities for the rest of the funding. Mayor Piccolo stated that the line item for the Youth Council would have to be a part of the budget revision and go through a public hearing at that time to receive public comment on whether or not that could happen. Ms. Luke stated that she only has until the end of June 2014 to find the funding or the Club will lose the grant. **MOTION**. Councilmember Clausing moved to deny this request. Motion seconded by Councilmember Davis and carried.

MOTION. Councilmember Hanna-Smith moved to have an agenda item placed on the next agenda to consider a donation to the Boys and Girls Club in conjunction with the budget revision public hearing that evening. Motion seconded by Councilmember Miller. Councilmember Davis stated that he doesn't understand why the item would be deemed a donation if it's coming from a budgeted line item for the Youth Council. Mayor Piccolo explained that because the line item would not be used for the Youth Council and would be used by an outside entity, a public hearing is needed to receive comments from the public as to what to do with the available funds not used by the Price City Youth Council.

Mayor Piccolo asked for a roll call vote. Councilmember Hanna Smith and Councilmember Miller voted Yay. Councilmember Davis and Councilmember Clausing voted Nay. Mayor Piccolo broke the tie with a Yay. Motion passed 3 to 2.

4. TENTATIVE BUDGET - Authorization to adopt the Tentative Budget for Fiscal Year 2014-2015 and to set a Public Hearing on June 25, 2014, at 6:00 p.m. in the City council chambers to receive public comment on the Tentative Budget. Mayor Piccolo thanked everyone for working so hard to balance the budget with extra appreciation to the Finance Department for their dedication and diligence. **MOTION**. Councilmember Miller moved to adopt the tentative budget for FY 2014-2015 and to set a public hearing for June 25, 2014 at 6 p.m. Motion seconded by Councilmember Davis and carried.
5. AMERICAN LEGION-Authorization to approve a donation of up to \$500 to the American Legion for the cost of portable restrooms at the Carbon High Baseball Field for an upcoming tournament. Mayor Piccolo stated that this donation would be considered during the public hearing set for June 25, 2014 at 6 p.m. **MOTION**. Councilmember Hanna-Smith moved to approve a donation of up to \$500 as part of budget revision during the public hearing set for June 25, 2014 at 6 p.m. Motion seconded by Councilmember Clausing and carried.

CONSENT AGENDA-Councilmember Hanna-Smith moved to approve consent agenda items 6 through 12 with item 13 removed for discussion. Motion seconded by Councilmember Miller and carried.

6. MINUTES
 - a. May 28, 2014 City Council Meeting
 - b. June 6, 2014-City Council Workshop
7. ROCKY MOUNTAIN POWER AGREEMENT- Authorization to approve changes made to the final Rocky Mountain Power agreement previously approved by the City Council on December 6, 2013.
8. BUSINESS LICENSE-Authorization to approve a business license for: RAMZ Products, LLC. at 415 E. 600 N. (HOB) and Ventureware, LLC. at 211 W. 400 So. (HOB)
9. CAREER LADDER PROMOTION - Consideration and approval to promote Richard Parry from Groundskeeper II to Groundskeeper III in accordance with career ladder guidelines and Price City policy. Ref Memo to Council dated June 5, 2014
10. 300 WEST ADA PROJECT (Project 14C-2014)—Approval of Consultant Services from Jones and DeMille Engineering for design engineering services for: \$6,000.00 (Budgeted CIB).
11. PUBLIC HEARING - Authorization to set a Public Hearing on June 25, 2014, at 6:00 p.m. to receive public comment on the Fiscal Year 2013-2014 year-end budget revision.
12. NOTICE TO UTILITY CUSTOMERS - Authorization to mail a notice to Price City utility customers notifying them of the amount of the budgeted transfer from the Electric Fund to the General Fund for Fiscal Year 2014-2015, and to inform them of the date, time, and place of the public hearing to be held to receive public input; June 25, 2014, at 6:00 p.m. in the City council chambers during the public hearing on the Fiscal Year 2014-2015 budget.
13. LIBRARY-Authorization to donate the remaining items from this year's book sale to several entities in need.

Councilmember Miller stated that the library has always accepted book donations from citizens. He stated that most of the books are outdated and not usable in the library so they are added to the yearly book sale to raise money for the library. He stated that these books will be donated to several local entities that are able to use the books. He stated that the library is also monitoring how many visitors are received at the library for use on future projects. **MOTION**. Councilmember Miller moved to approve the donation. Motion seconded by Councilmember Clausing and carried.

13. WATER RESOURCE- Update by Gary Sonntag
 - Reservoir dropped 7/10th of a percent to 218 acre feet
 - Water use based on revenues is down 27% from same time last year
 - Everyone needs to continue to use water wisely to get through the summer

14. INTERNATIONAL DAYS-Update by Councilmember Miller
 - Online and early registration has worked great for vendors-67 total
 - 14 teams for golf signed up
 - Pepsi is a sponsor for the event

15. UNFINISHED BUSINESS
 - a. Recycling- next meeting on June 12th

The regular City Council meeting adjourned at 7:12 p.m. by Mayor Piccolo pursuant to the motion by Councilmember Davis.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Laurie Tryon, City Recorder

Account No: 3084
 Business Activity: _____
 Fee: _____

\$150
 Zone \$50
 busn lic \$100



- NO upr...
F108-0u0
 * Internet - out of state sales
ONLY

PAID

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. Renewal (check and show changes only on form below)

Business Status: New Business Location Change Name Change Ownership Change

Business Name (Include DBA): Figures of Faith

If Name Change, list previous name: _____

Business Address: 246 Park Ave Suite/Apt. No.: _____

City: Price State: Utah Zip Code: 84501

Business Telephone: 801-668-7817 Business E-mail: _____ Business Fax: _____

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

Property Owner's Name: Deano M. Rigby Property Owner's Telephone: (801) 668-7817

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 Building Occupancy Type: _____

Nature of Business: Manufacturing Retail Wholesale Services Other: Internet only

Opening Date: _____ Business Hours: From _____ To _____ M T W T H F S S U (please circle)

Detailed Description of Business:
Drawings and small statues for sale on line

Commercial Square Feet: _____ No. of Mobile Home Spaces: _____

No. of RV Spaces: _____

State Sales Tax I.D. No. (Include copy or proof of exemption): _____ Federal Tax I.D. No. (Include copy, if applicable): 47-1063431

State License No. (Include copy, if applicable): _____ 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
- Taxi Cab/Motor Carrier
- Pawnbroker
- Sexually Oriented Business

NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the Consent to a Background/Criminal History Check form included with this application.



Fwd: Public Surplus: ACH Payment Notification

John Procarione <johnp@priceutah.net>
To: Seth Huntington <Sethh@priceutah.net>

Tue, Apr 8, 2014 at 8:01 AM

----- Forwarded message -----

From: **Public Surplus** <notices@publicsurplus.com>
Date: Mon, Apr 7, 2014 at 4:05 PM
Subject: Public Surplus: ACH Payment Notification
To: John Procarione <johnp@priceutah.net>

John Procarione,

Public Surplus has just issued an ACH payment for surplus sales from Price City.

Amount: \$119.75

Please note that it may take up to 3 days for the payment to be recognized in your account. Feel free to contact your Public Surplus account representative with any questions you may have.

Thank you,

Public Surplus Accounting Department

(For Public Surplus use MK:u1/c3FbVIs+zH6A5OatWIQ==)

Item #	Description
1	Gateway Eseries Computer Tower
2	Gateway Eseries Computer Tower
3	Gateway Eseries Computer Tower
4	Gateway Eseries Computer Tower
6	HP g4 Server Tower
7	HP G3 Server Tower
8	Gateway E-9510T Server Tower
17	Mitsubishi Diamond Point V50LCD
18	NEC AccuSync LCD (15" Monitor)
19	NEC AccuSync LCD (15" Monitor)
20	Samsung 15" LCD Monitor
21	Samsung 15" LCD Monitor
22	NEC 17" LCD Monitor
24	Viewsonic VG171 17" LCD Monitor
25	Viewsonic VG171 17" LCD Monitor
26	Viewsonic VE710S 17" LCD Monitor
27	Viewsonic VE710S 17" LCD Monitor
42	3com 10/100 24 Port Switch
	3com Router 3CR585-91
	3com Router 3CRWDR200A-75
	3com 10/100/1000 8 Port Desktop Switch
	3com 10/100/1000 8 Port Desktop Switch
	3com 10/100/1000 8 Port Desktop Switch
	3com 10/100/1000 8 Port Desktop Switch
	3com 10/100/1000 8 Port Desktop Switch
	3com 10/100/1000 5Port Desktop Switch
	Netgear 10/100 8 Port Desktop Switch
	Hypercon T7P Credit Card Reader
	Hypercon T7P Credit Card Reader
	Hypercon T7P Credit Card Reader
	Cashdrawer Ithaca Compatible
	Cashdrawer Ithaca Compatible
	Ithaca Series150 Serial Receipt Printer
	Ithaca Series150 Serial Receipt Printer
	Ithaca Series150 Serial Receipt Printer
11	Viewsonic 17" LC Monitor
28	Samsung 171S 19" LCD Monitor
	Samsung 171S 19" LCD Monitor
31	Xenon 17" LCD Monitor
32	FP855 19" LCD Monitor
33	Assorted PS2 Keyboards and Mice
43	3com 10/100 24 Port Switch
44	3com 10/100 24 Port Switch
45	3com 10/100 12 Port Switch

Item #	Description
46	3com 10/100 24 Port Switch
47	3com 10/100 12 Port Switch
48	3com 10/100 24 Port Switch
49	3com 10/100 24 Port Switch
83	Viewsonic E7771 19" CRT Monitor
88	NEC FE2111 22" CRT monitor
96	HP ML350 G3 Computer Server
97	HP ML350 G4 Computer Server
99	Hauppauge WinTV Model401
101	Computer Tower (Cel 3.2, Intel DG365SS, 1GB)
102	Computer Tower (P4 1.8, Intel D845EGBV2, 512MB)
103	Computer Tower (Cel 1.1, Intel 815EEA2, 750MB)
105	Computer Tower (Cel 2.4, Shuttle FS56v1, 1GB)
106	Computer Tower (Cel 1.7, Intel iWill XP 4, 512MB)
111	(6) Floppy Drives
112	(6) CDRW DVDROM drives
113	(5) CDRW DVDRW drives
116	(8) 3com Phone Powers Adapters (new in box)
117	(7) 3com Spare handsets
118	(10) 3com 3102 Business phones
	(10) 3com 3102 Business phones
120	(2) 3com Attendant Consoles
121	(14) 3com 3102 Business phones

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



Price City

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

UTAH'S CASTLE COUNTRY!!

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 3-7-14	Submitting Department: Community Development
Meeting Date: 3-12-14	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Southeast Utah Community Development Corporation (CDC)	

Subject:	Agreement for hosting CDC administration
Purpose Statement:	The CDC does not have enough money or structure to exist and operate independently.
Background &/or Alternatives:	Initially, upon formation, in 2001 the CDC was operated by Delynn Fielding and hosted through Carbon County. When Delynn moved to SLC the interim operation was by Debbie Hatt and the host was the SEUALG. Now, the permanent operation will be by Nick Tatton and the host entity will be Price City.
Attachments:	Copy of agreement.
Fiscal Impact:	Very minor and limited to none. Agreement contemplates some limited in-kind contributions (paper, time, copies, etc.). Hard dollar costs may be reimbursed.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the agreement and has approved as to form.
Recommendation:	It is the recommendation of staff that the agreement be approved.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve an AGREEMENT AND CONTRACT FOR SERVICES BETWEEN THE SOUTHEAST UTAH COMMUNITY DEVELOPMENT CORPORATION AND PRICE CITY, A MUNICIPAL CORPORATION, ACTING IN THE CAPACITY OF HOST AGENCY. 2. Move to authorize the Mayor and City Recorder to sign the agreement on behalf of Price City.
Other Comments:	The agreement has been approved on the CDC end during their Board of Trustees meeting that was held on 3-7-14.

**AGREEMENT AND CONTRACT FOR SERVICES BETWEEN THE SOUTHEAST UTAH
COMMUNITY DEVELOPMENT CORPORATION AND PRICE CITY, A MUNICIPAL
CORPORATION, ACTING IN THE CAPACITY OF HOST AGENCY.**

Purpose: The purpose of this contract is to establish the terms and conditions of an agreement between the Southeast Utah Community Development Corporation (the CDC) and Price City (City) to facilitate administration of the CDC.

Parties: This contract is made by and between the CDC, P.O. Box 893, 185 East Main Street, Price, Utah 84501 and City, P.O. Box 893, 185 East Main Street, Price, Utah 84501.

Term: The term of this contract commences on March 1, 2014 and will terminate on December 31, 2018. Either party may terminate this contract by providing the other with a minimum of sixty (60) days written notice of intent to terminate.

The parties identified above hereby agree to the following:

City Shall:

- Provide CDC with the following in-kind services to assist in the administration of the CDC day-to-day activities, business and projects from time to time during regular business hours:
 - Limited use of City staff and personnel to administer CDC business to include, but not be limited to, the following:
 - Record, transcribe and provide written meeting minutes.
 - Processing of payables and receivables, bank statement reconciliation, general administration, tax document completion and filing, completion of annual CDC financial and program audit, completion of contributor donation statements.
 - Arrange and hold meetings of the CDC Board of Trustees.
 - Limited use of City equipment and resources.
 - Use of City facilities, offices, meeting space at no charge.
 - Use of computer, telephone, copier, postage, and other related office supplies and support.

CDC Shall:

- Pay within thirty (30) days, invoices submitted by City for services rendered and out-of-pocket expenses incurred by City on behalf of CDC, subject to verification of completed CDC business activities and CDC approval.

SIGNED THIS _____ DAY OF _____, 2014.

CDC

City:

By Seth Oveson, Vice-Chairperson

By Joe L. Piccolo, Mayor

ATTEST:

Laurie Tryon, City Recorder

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



Price City

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

UTAH'S CASTLE COUNTRY!!

City Council
KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 6-14-15	Submitting Department: Community Development
Meeting Date: 6-25-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Mineral Leasee	

Subject:	Mineral Lease Description Correction and Identity Affidavit
Purpose Statement:	Correct the legal description on a prior mineral lease completed with Contex Energy for Whiting Oil and affirm that Price City and Price Municipal Corporation are the same entity in anticipation of mineral lease royalty receipts.
Background &/or Alternatives:	Prior lease completed last year. If documents are not completed Price City may not receive mineral production royalty revenue.
Attachments:	Copy of: (1) correction to lease description document; (2) Affidavit of entity identity.
Fiscal Impact:	None. Potential positive revenue stream from mineral production.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the documents and had approved them as to form.
Recommendation:	It is the recommendation of staff that the documents be approved and the Mayor and City Recorder be directed to sign and submit them to Contex Energy.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve the Correction of Description of Lease and authorization for the Mayor and City Recorder to sign the document on behalf of Price City. 2. Move to approve the Affidavit of Entity Identity and authorization for the Mayor and City Recorder to sign the document on behalf of Price City.
Other Comments:	None.

CORRECTION OF DESCRIPTION OF LEASE

WHEREAS, the undersigned, as Lessor, did under the date of January 19, 2007, make and execute unto Associated Resources Inc., as lessee, that certain oil and gas lease, covering the certain lands owned and situated in Carbon County, Utah, and described in said lease as follows, to-wit:

Township 15 South, Range 11 East, SLM

Section 18: SWSW, NWSW
Section 19: NWSWNE, S2SWNE
Section 20: N2NENW, SWNENW
Section 29: SESE
Section 30: SENE
Section 31: W2NENE, S2NWSE, SESE
Containing 300.00 acres, more or less

AND WHEREAS, said description is incomplete and indefinite, and the lands intended to be covered by said lease are more accurately described as follows, to-wit:

Township 15 South, Range 11 East, SLB&M

Section 18: SWSW, NWSW
Section 19: NWSWNE, S2SWNE, LESS a tract beginning at a point 1980 ft. South and 1344 ft. West of the NE corner of said Section 19; thence West 123.5 ft.; thence South 24 ft.; thence East 123.5 ft.; thence North 24 ft. to point of beginning.
ALSO beginning at a point 1320 ft. South and 1980 ft. West of the NE corner of Section 19; thence South 556 ft.; thence East 28.49 ft.; thence North 556 ft.; thence West 28.49 ft. to the point of beginning.
ALSO beginning at a point 1980 ft. South and 1980 ft. West of the NE corner of Section 19; thence North 104 ft.; thence East 28.5 ft.; thence South 104 ft.; thence West 28.5 ft. to the point of beginning.
Section 20: N2NENW, SWNENW
Section 29: SESE
Section 30: SENE
Section 31: W2NENE, S2NWSE, SESE
Containing 300.36 acres, more or less

NOW, THEREFORE, in consideration of the premises, and for the purpose of making the said lease more definite and certain in respect to the identity of the lands intended to be covered thereby, I do hereby declare that it was and is my intention to lease for oil and gas purposes the identical tract of land(s) last above described; and I hereby amend said lease in respect to the description of the lands included therein, as aforesaid, and ratify and adopt the same as so amended.

WITNESS our hands and seals this _____ day of _____, 2014.

Price City, a municipal corporation of the State of Utah

By:
Title:

STATE OF UTAH
COUNTY OF _____.

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that ___ executed the same as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and seal of office, this the _____ day of _____, 2014.

My Commission Expires:

Notary Public:
Address:

AFFIDAVIT OF ENTITY IDENTITY

STATE OF Utah

COUNTY OF Carbon

Joe L. Piccolo being first duly sworn on his/her oath, disposes and states:

That Joe L. Piccolo is well acquainted with the entities "Price City" and "Price City, A Municipal Corporation", located in the State of Utah, and knows of personal knowledge that the said entity Price City, also known as Price City, A Municipal Corporation is one and the same entity, notwithstanding the discrepancy in names.

Further affiant sayeth not.

AFFIANT:

X _____

Name: Joe L. Piccolo

Title: Mayor, Price City, a Municipal Corporation of the State of Utah

Attest:

X _____

Laurie Tryon, City Recorder

* * * * *

STATE of UTAH

COUNTY of CARBON

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2014, personally appeared Joe L. Piccolo and Laurie Tryon, to me known to be the identical persons who subscribed their names to the foregoing instrument as Mayor and City Recorder, respectfully, and acknowledged to me that they executed the same as their free and voluntary acts and deeds and as the free and voluntary deeds of such corporation by authority of its City Council, for the uses and purposes therein set forth.

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

My commission expires: _____

Notary Public:
Address:



CONTRACT NO.	
CONTRACTOR:	Price Municipal Corporation (Price City)
VENDOR NO.	04893D
PROJECT NAME:	Housing Authority of Carbon County Rehab boilers
AWARD NUMBER: B-14-DC-49-0001	B-14-DC-49-0001
CFDA #/TITLE:	14.228 Community Development Block Grant
CONTRACT ORIGINATOR:	Glenna Matekel
FEDERAL AGENCY:	HUD

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the Department of Workforce Services:
Community Development Block Grants (CDBG)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR
Price Municipal Corporation (Price City)

Name

PO Box 893

Address

Price

Utah

84501

City

State

Zip

Victor Staley

435-637-5010

435-637-5031

Contact

Phone #

Fax #

2. GENERAL PURPOSE OF CONTRACT:

CDBG grant funds will be used for housing rehab at the Mountain View Complex.

3. CONTRACT PERIOD: Commencing on 07/01/2014 and terminating on 12/31/2015

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$120,000.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ✓ ATTACHMENT - FFATA

Execution

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective as of the date indicated below by the Utah State Division of Finance.

CONTRACTOR

APPROVED:

Price Municipal Corporation (Price City)

Organization Name

BY: _____

Signature

Name

Title

STATE

APPROVED: HOUSING & COMMUNITY DEVELOPMENT DIVISION

BY: _____

Gordon D. Walker

WITNESS

Name and Title

APPROVED - DIVISION OF FINANCE

BY: _____

Execution Date: _____

ATTACHMENT A
GENERAL PROVISIONS FOR HOUSING & COMMUNITY DEVELOPMENT DIVISION AGREEMENTS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Section 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases by the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The CONTRACTOR and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations including applicable licensure and certification requirements.
4. **PROJECT COMPLETION:** shall complete the project described in Attachment D - Scope of Work within the contract period shown on page 1 of this Contract.
5. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR pursuant to this Contract. The records shall be retained by the CONTRACTOR for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow State and Federal auditors, and State Agency Staff, access to all records related to this Contract, for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with §67-16-8, Utah Code Annotated, 1953, as amended. CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
7. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent CONTRACTOR, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for the Contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the CONTRACTOR's Liability, including a limitation of liability for anyone whom the CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages of property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE. The CONTRACTOR must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:**
 - 13.1 Upon thirty (30) days written notice delivered to the CONTRACTOR, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
 - 13.2 Upon thirty (30) days written notice delivered to the CONTRACTOR, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
 - 13.3 If a notice is delivered under paragraph 1 or 2 of this Section 13 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW", the State will reimburse the CONTRACTOR for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
 - 13.4 Notwithstanding any other paragraph or provision of this Section 13 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW", if the State in said notice to the CONTRACTOR indicates that the CONTRACTOR is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the CONTRACTOR shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
14. **WARRANTY:** The Contractor warrants that (a) all services shall be performed in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Contract shall be free from defects and shall conform to contract requirements. The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later.
16. **PATENTS, COPYRIGHTS, ETC:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
17. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE.
18. **UNUSED FUNDS:** Any funds authorized by the STATE that are not used in the completion of Scope of Work must be returned to the STATE.
19. **INELIGIBLE EXPENSES:** CONTRACTOR expenditures under this Contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR will be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other Contracts to the CONTRACTOR until the recoupment of overpayments is made.
20. **PUBLIC INFORMATION:** CONTRACTOR agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives the STATE express permission to make copies of the Contract, and related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, CONTRACTOR also agrees that the CONTRACTOR's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information or similar notation.
21. **PROCUREMENT ETHICS:** The contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the STATE, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a - 2304.5, Utah Code Annotated, 1953, as amended).
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare CONTRACTOR in default of the Contract: 1). Nonperformance of contractual requirements; or, 2). A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for liquidated or other damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, the STATE may do one or more of the following: 1). Exercise any remedy provided by law; 2). Terminate this Contract and any related contracts or portions thereof; 3). Impose liquidated damages, if liquidated damages are listed in the contract; 4). Suspend CONTRACTOR from receiving future bid/proposal solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
24. **CONFLICT OF TERMS:** Terms and Conditions that apply must be in writing and attached to the Contract. No other Terms and Conditions will apply to this Contract. In the event of any conflict in the Contract terms and conditions, the order of precedence shall be: 1). Attachment A: State of Utah Standard Contract Terms and Conditions; 2). State of Utah Contract Signature Page(s); 3). Additional State Terms and Conditions; 4). Contractor Terms and Conditions.

25. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the CONTRACTOR'S work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the CONTRACTOR that may subsequently be used to implement, record or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.
26. **AMENDMENT:** This Contract may be altered, modified, or supplemented only by written amendment to this contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the CONTRACTOR, not specifically authorized by this Contract will be allowed by the STATE. Automatic renewals will not apply to this contract.
27. **ACCOUNTING REPORTS:** The governing board of the CONTRACTOR is responsible to ensure that CONTRACTOR complies with the accounting reporting requirements in Utah Code §51-2a-201 enacted by Chapter 206, 2004 General Session.
28. **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.
29. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation to Bids or to Multiple Stage Bids.

29.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

29.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

ATTACHMENT B - PROGRAM GENERAL CONDITIONS

1. **MONITORING:** The STATE will monitor CONTRACTOR'S performance in providing services and facilities in accordance with the purposes of this agreement, and shall conduct at least one site visit during the contract period to inspect said performance. Criteria to be used in monitoring said performance includes compliance with the provisions of this agreement and the degree to which CONTRACTOR meets the Federal and State objectives established for the Community Development Block Grant Program as specified in Title I of the Housing and Community Development Act of 1974 as amended from time to time and as outlined in the "Application Guide, Community Development Block Grant Program".
2. **CRITERIA DOCUMENTATION:** During the term of this contract, the CONTRACTOR agrees to supply any additional information to the STATE which the STATE may require in completing and/or processing the CONTRACTOR'S grant application for Community Development Block Grant funds. The CONTRACTOR also agrees to collect and analyze data pertaining to the manner in which work performed under this contract has (or will have) met one or more of the following criteria:
 - a. benefit low and moderate income families;
 - b. aid in the prevention or elimination of slums or blight; and/or
 - c. meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:**

The CONTRACTOR, prior to the commencement of expenditures authorized by this agreement, agrees to provide to the STATE evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the CONTRACTOR for the purpose of performing services and/or constructing facilities as described herein. The CONTRACTOR further agrees that all of the work described in Attachment C will be completed in a timely manner.
4. **COST PRINCIPLES AND ADMINISTRATIVE RULES:** The following state and federal requirements apply to the financial management function for local CDBG programs: 24CFR Part 85 - Administrative Requirements for Grants & Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments. This part establishes uniform administrative rules for Federal grants including guidance on financial administration, procedures for control and disposition of property, and retention of records.
5. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with OMB Circular A-133, Audits of State, Local Governments and Non-Profit Organizations, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement, however, the recipient's financial records shall be available for review, monitoring or audit by appropriate officials of the federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be completed and submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
6. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The CONTRACTOR agrees to supply those activities as specified in the Scope of Work and in compliance with all relevant Federal regulations pertaining to the Small Cities Community Development Block Grant Program. In performance of said services, CONTRACTOR further agrees to submit a performance report to the STATE in a format designed by the STATE with all information compiled in compliance with paragraph 2 (above).
7. **IMPOSITION OF FEES AND GENERATION OF PROGRAM INCOME:** CONTRACTOR will not impose any fees for services rendered in connection with this contract. Notwithstanding any other provision of law, CONTRACTOR may at the STATES option retain any program income that is realized from the grant if (1) such income was realized after the initial disbursement of the funds received by CONTRACTOR, and (2) CONTRACTOR can satisfactorily demonstrate that the program income received will be applied to continue the activity from which income was derived (3) STATE gives explicit permission to retain such and authorizes it's distinct usage.

- 8. PAYMENT WITHHOLDING:** The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, CONTRACTOR'S record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all of the payments under this contract until such time as in the opinion of the STATE such deficiencies have been remedied. In the event of payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing immediately upon denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the contractor agrees that, upon execution of this contract, the State will retain the final 5 percent of the total amount specified herein until State representatives have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the State reserves the right to refuse the grantee's request for final fund draw-down until satisfactory evidence of compliance has been submitted.

- 9. PROJECT DURATION:** CONTRACTORS who have not expended 90 percent of the contract funds by the final month of the contract term, should request an extension of the contract termination date in order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made, and final draw-down of funds to occur. Construction based contracts may not be able to complete their project within the allotted time frame unless they have met various milestones near the end of the final year of their contract. Any requests for construction contract extensions beyond December 31, will be based on how a CONTRACTOR has met the following milestones.

Environmental Review completed within 90 days of contract execution
Engineering Design and bid ready, specifications completed by December 31, 2014
Advertisements for bids published prior to March 31, 2015
Bid Award issued by April 30, 2015
Notice to proceed issued by May 31, 2015

The STATE will closely monitor each CONTRACTOR'S progress according to these final deadlines. If a CONTRACTOR fails to meet these deadlines, the STATE will invoke the right to terminate the contract on the basis that it cannot be completed within the contract time limits. The STATE must give each CONTRACTOR a 45-day notice of termination and if the CONTRACTOR can meet the deadlines then the termination will be canceled and the project may proceed. The CONTRACTOR may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate in appeals cases. The CONTRACTOR does not need to be in attendance at the policy committee meeting and decisions can be made based on telephone polls, conference calls, faxes and E-Mail. Non-construction projects may be extended on a case-by-case basis by the state based on need and the application of written criteria.

- 10. CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The CONTRACTOR agrees to notify the STATE and receive STATE'S written approval, in amendment form, prior to implementing any change in program budget, design (as specified in Attachment C) or before changing principle location of service delivery as specified herein.
- 11. CONTRACT RENEWAL:** CONTRACTOR agrees that the STATE shall unilaterally have the right to determine the basis upon which this agreement may be renewed, and shall have the right to not renew this contract with or without cause.
- 12. MULTI-YEAR FUNDING:** CONTRACTOR agrees that the STATE will not be held liable for funding successive years of multi-year agreements if funding ceases from The Department of Housing and Urban Development/CDBG program or other Federal Funding Agency.
- 13. RELATED PARTIES:** The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of STATE. Disbursements by the CONTRACTOR to related parties made without such prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the CONTRACTOR by any of the following: blood, marriage, one or more partners in common with CONTRACTOR, one or more directors or officers in common with CONTRACTOR, or more than 10 percent common ownership (direct or indirect) with CONTRACTOR.

14. LABOR STANDARDS:The CONTRACTOR agrees to abide by provisions of: (1) the Davis-Bacon Act and shall compile evidence certifying that all laborers and mechanics employed by CONTRACTOR or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor, (2) the Copeland "Anti-Kickback Act requiring weekly payment of employees and weekly submission of payroll records by the CONTRACTOR to the contracting agency; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week.

15. SECTION 3 COMPLIANCE The CONTRACTOR agrees to abide by provisions of Section 3 of the Housing and Urban Development Act of 1968, to ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons (24 CFR Part 135). § 135.38 - Section 3 Clause for Construction

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- 16. ENVIRONMENTAL REVIEW COMPLIANCE:** The CONTRACTOR agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.
- 17. CULINARY WATER PROJECTS/WASTEWATER TREATMENT PLANTS:** Such plans should be sent to the state of Utah, Department of Environmental Quality (DEQ). **Approval from DEQ is required prior to receiving an environmental release from the State CDBG office.**
- 18. LEAD BASED PAINT:** The CONTRACTOR agrees to abide by provisions of 24CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures and the Residential Lead-Based Paint Hazard Reduction Action of 1992 as amended through 2005. Contractor also agrees to abide by the provisions of 40CFR Part and EPA's Renovation Repair & Painting (RRP) Rule effective April 22, 2010.
- 19. PAYMENT OF THIS CONTRACT:** is conditioned upon the CONTRACTOR'S:
- a. Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
 - b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment D.
 - c. Submission of satisfactory evidence to the STATE that a contract has been signed to perform the work required.
 - d. Submission of a certification statement from the applicable Association of Governments that this project is in compliance with the most recent update of the regional "Consolidated Plan". (Usually satisfied during the application).
- 20. CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the STATE shall be responsible to expend only those funds actually provided to the STATE by Continuing Resolution and is under no further obligation to CONTRACTOR or any sub-contracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The STATE may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
- 21. SUBCONTRACTS:** Subcontract arrangements must be executed in writing and be approved in writing in advance by the STATE. The CONTRACTOR is responsible for managing the operations of any subcontracted activities. The CONTRACTOR must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement and with this contract, as well as with applicable Federal and State requirements and performance objectives.

Revised February 6, 2014

ATTACHMENT C - BUDGET

1. Community Development Block Grants (CDBG) - Budget Year 2014

2. PROGRAM EXPENDITURES

Budget Category	Federal Funds	Other Funds	Total Funding
Administration	\$2,000.00	\$0.00	\$2,000.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$103,000.00	\$0.00	\$103,000.00
Engineer/Architect	\$15,000.00	\$0.00	\$15,000.00
Other	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
Total	\$120,000.00	\$0.00	\$120,000.00

ATTACHMENT D - SCOPE OF WORK

CDBG funds will be used to replace the heating boilers, the hot water heaters and up-grade wiring and plumbing to code in 46 apartments at the MOUNTAIN VIEW ELDERLY/DISABLED COMPLEX, 251 S 1600 E, PRICE, UT.

ATTACHMENT E - CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 03/07/2012.

2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42USC 3601-3619), and implementing regulations.

3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

- (1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

8. Change of Use

I certify that the jurisdiction will comply with all requirements of 24 CFR Part 24. This includes sections 488 and 489 J requiring all assisted housing units maintain affordability standards until 5 years following the date of close out of this contract by the State.

I certify that I have read and am aware of the foregoing certification requirements.

Signature Chief Elected Official

Printed Name of Chief Elected Official

Title

Date

**STATE OF UTAH
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
REPORTING REQUIREMENTS
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

Federal Funding Agency:	HUD
Program Source:	Community Development Block Grants (CDBG)
Award Title:	Housing Authority of Carbon County Rehab boilers
CFDA Number:	14.228
Award Number:	B-14-DC-49-0001
Sub-recipient NAICS Code:	921110
Sub-recipient DUNS Number:	07-300-2818
Sub-recipient Name:	Price Municipal Corporation (Price City)
Address:	PO Box 893
City:	Price
State:	UTAH
Has the sub-recipient registered with the System for Award Management (SAM)?	Yes

CERTIFICATION

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTESTATION

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Chief Agency Official

Witness

Name and Title

Name and Title

Date

Date