Mayor
MICHAEL KOURIANOS
City Attorney
ERIC JOHNSON
City Recorder
JACI ADAMS
City Treasurer
BILLIE HEILESEN
Finance Director
LISA RICHENS

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

PRICE CITY COUNCIL

City Council
JOE CHRISTMAN
AMY KNOTT-JESPERSEN
LAYNE MILLER
TANNER RICHARDSON
TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:00 PM on 09/24/2025. 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.GENERAL BUSINESS/DISCUSSION

a. PICKLEBALL COURTS SUPPORT/DONATION. Consideration and possible acceptance of a donation to Price City from Emery Telcom in support of the Price City Pickleball Courts.

b. RECOGNITION/TAKE PRIDE IN PRICE CONTEST. Recognition to the "Take Pride in Price" contest winners.

c. RECOGNITION/YOU'VE BEEN RECOGNIZED AWARDS. Recognition to Price City residents that were awarded for "You've Been Recognized".

d. REAL PROPERTY DONATION. Consideration and possible approval of the receipt of the donation of real property, ID#01-1791-0000, from North Park Estates to Price City, no cost for property, authorization to pay transactional costs (title work, closing), estimated at $500 or less and authorization for staff to finalize and administer the donation transaction.

e. MAINTAINX ASSET MANAGEMENT SOFTWARE SUBSCRIPTION - Consideration and possible approval to purchase a software subscription to MaintainX for asset and work order management for Public Works and other City departments. Total cost for first year subscription with set up is $7,880.00

f. PUBLIC HEARING - A PUBLIC HEARING AUTHORIZING NOT MORE THAN $14,000,000 TAXABLE WATER AND SEWER REVENUE BONDS, IN ONE OR MORE SERIES, FOR WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT, INTEREST RATE,

MATURITY, AND DISCOUNT OF THE BONDS; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

g. RESOLUTION NO. 2025-21 - A RESOLUTION AUTHORIZING THE MAXIMUM REPAYABLE AMOUNT OF $14,000,000 TAXABLE WATER AND SEWER REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO A FINAL BOND RESOLUTION TO BE APPROVED BY THE MAYOR, AND FINANCE DIRECTOR AS THE PRICING COMMITTEE, TO CONSTRUCT WATER SYSTEM IMPROVEMENTS; AND RELATED MATTERS.

5.CLOSED SESSION

a. Closed session of the Price City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.

6.CONSENT AGENDA

a. MINUTES for 09-10-2025 City Council Workshop and City Council.

b. AGREEMENT: PROJECT 20C-2024 NRCS/EWP WOOD HILL DRIVE - Consideration and possible approval of an agreement with Perco Rock for the NRCS/EWP Wood Hill flood Mitigation Project. Total agreement amount = $414,469.00.

c. SETTLEMENT AGREEMENT. Ratification of the settlement agreement between Price City and Marisa Brady/Scott Slater for a citizen claim.

d. GRANT SUBMISSION AUTHORIZATION. Consideration and possible approval of submission of a grant to the Utah Commission on Criminal and Juvenile Justice.

e. FEE WAIVER REQUEST. Consideration and possible approval to waive the fee for the Green Team of Carbon's annual appreciation supper at Washington Park from 6:00 p.m. to 8:00 p.m on September 24, 2025.

f. RATIFICATION. Consideration and possible approval of the JAG Grant between Price City Police Department and Utah Commission Criminal & Juvenile Justice in the amount of $4,500.00.

g. BUSINESS LICENSES. The Swell Plumber LLC at 390 W 300 S for Kurt Madsen. Gelous Nails & Co at 90 W 100 N for Shania Christensen. Jenna Lee Richards at 9 E Main St for Jenna Richards. Rylie Frandsen at 14 E Main St.

7.PUBLIC COMMENTS

8.UNFINISHED BUSINESS

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

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

DATE: SEPTEMBER 18TH, 2025

TO: MAYOR AND COUNCIL

FROM: NICK TATTON

RE: REAL PROPERTY DONATION

Price City was approached by the owners of a parcel of property (ID#011791-0000) called North Park Estates regarding the donation of the property to Price City. The property is located on the east side of Wood Hill, west of the homes on 100 East between 800 N and 700 N and consists of 9.8 acres. There is no cost to Price City for the property, although there may be some incremental transaction costs to ensure title insurance, etc. The Real Property Committee met on September 18th, 2025 and reviewed the donation proposal and has unanimously recommended that the City Council consider and approve receipt of the donation of the property and authorize staff to finalize the donation transaction with the owners of North Park Estates.

Attached to this memo is a copy of the donation request by the property owners and a copy of the plat identifying the location of the property.

September 10, 2025

Price City Municipal Corporation
185 E. Main St.
Price, Utah 84501

Attention: Mr. Nick Tatton
City Administration

Re: Donation of Property

Dear Nick:

The owners of parcel #01-1791-0000, North Park Estates, in Price City, request to donate this parcel of land to Price City.

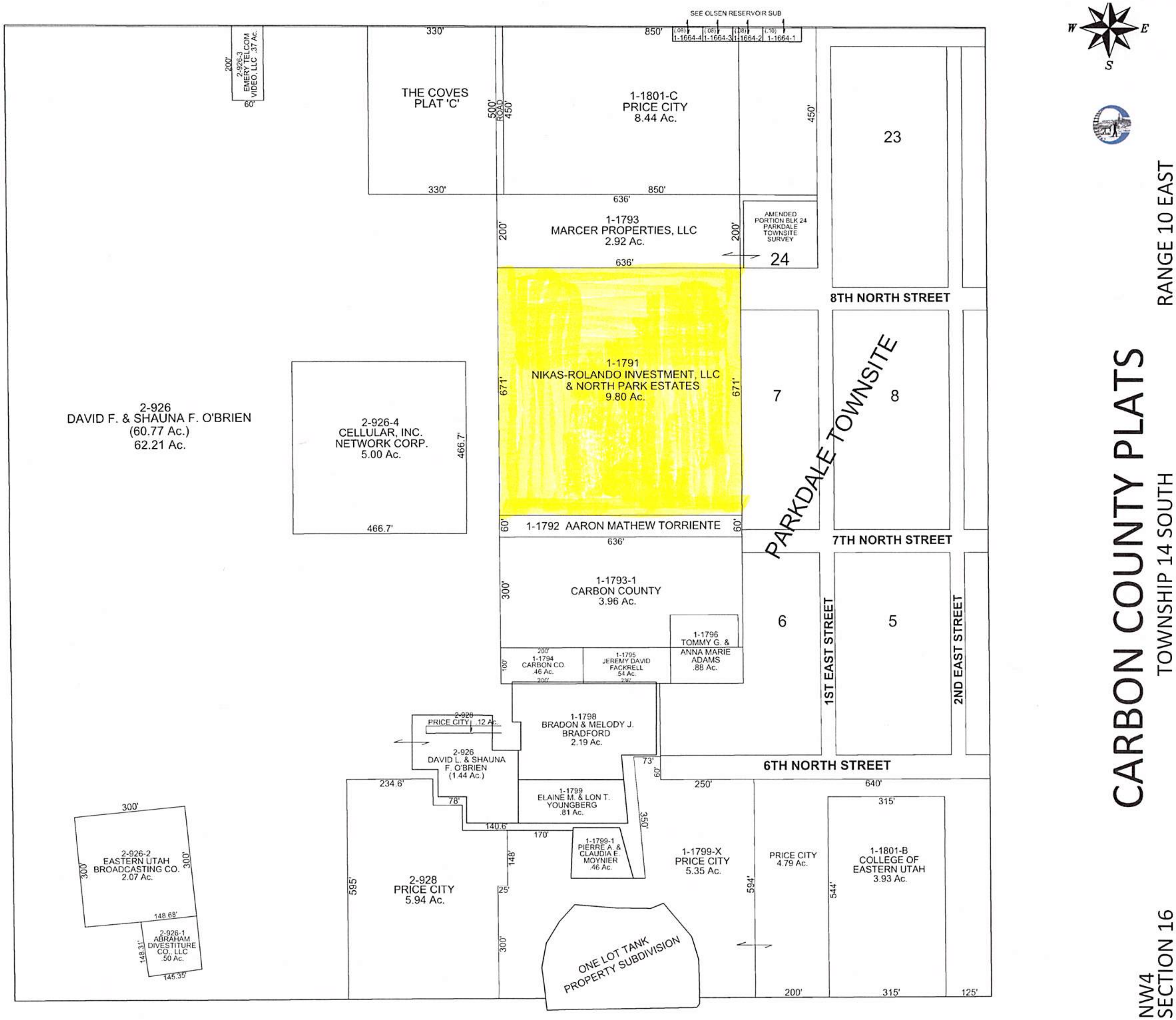
Can your office advise the procedure to facilitate this request and provide assistance in this matter on how to proceed?

Thank you for your help and attention to this matter. Please contact me at 435-820-8745 for any discussion or questions regarding this request. We look forward to working with you to accomplish this request to donate.

Sincerely,

Richard Tatton

North Park Estates, et al



SCALE: 200 FEET = 1 INCH
SEPTEMBER 21, 2023

Public Works Asset Management Software Proposals: Summary

Current Situation:

Our current software system for Fleet and some administrative functions relies on Microsoft Access. This poses a significant risk as Microsoft Access support ends in October 2025. After this date, Price City could lose all data stored within the program if an issue were to occur. Public Works and IT have proactively implemented periodic data exports to Excel as a precautionary measure.

Evaluation Process:

Over the past eight weeks, Justin Orth and John Boyd have evaluated six different software providers offering services for fleet management, administration, work order creation and tracking, asset management, and departmental productivity data. Our mechanics participated in demo sessions to ensure user-friendliness, and departmental supervisors attended Zoom demos for our two finalists.

Finalists Overview:

- **MaintainX:** This Google platform-based software is highly user-friendly and offers customizable templates and pull-down menus for quick submissions. Work orders can be generated by administration or supervisors and assigned to employees, who can complete them via phone or tablet devices. MaintainX facilitates data collection for administration to analyze work completed and productivity, aiding in determining staffing needs and improving supervisor efficiency. Public Works strongly prefers MaintainX.

- **FMX:** Similar in appearance to MaintainX, FMX presented more steps for creating and completing work orders. While it offers similar data collection capabilities for administration, it is not our first choice due to the additional steps involved in work order management.

Cost Comparison:

- **MaintainX:**
  - Implementation Fee: $2,000
  - Annual Cost: $5,880 for five years
  - Anticipated Increase (after five years): 3% to 5%
- **FMX:**
  - Implementation Fee: $4,085
  - Subscription Cost: $12,000 (due July 1, 2026)
  - Anticipated Increase (after five years): 3% to 5%

FMX did not clearly provide a five-year contract price in their proposal.

Recommendation:

Given its user-friendly interface, comprehensive features, and clearer cost structure, Public Works recommends selecting MaintainX as the Asset Management software provider.

MaintainX

Order Form

PREPARED FOR: Price City

John Boyd

NAME	TERM START DATE	EXP.DATE	TERM END DATE	QUOTE NUMBER
Price City	2025-09-24	2025-09-25	2030-09-23	00003488

YEAR - 1

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	10	$588.00		$588.00	$5,880.00
Expert-Led Implementation	One-Time	1	$2,500.00	20	$2,000.00	$2,000.00
					Total USD:	**$7,880.00**

YEAR - 2

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	10	$588.00		$588.00	$5,880.00
					Total USD:	$5,880.00

YEAR - 3

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	10	$588.00		$588.00	$5,880.00
					Total USD:	$5,880.00

YEAR - 4

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	10	$588.00		$588.00	$5,880.00
					Total USD:	$5,880.00

YEAR - 5

Product Name	Charge Type	QTY	Unit Price	Discount (%)	Net Price	SUB-TOTAL
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	10	$588.00		$588.00	$5,880.00
					Total USD:	$5,880.00

Summary Table

Product Name	Charge Type	Year 1	Year 2	Year 3	Year 4	Year 5
Premium Subscription						
Admin/Full User - Annual Users (Full Users + Admin Users)	Recurring	$5,880.00	$5,880.00	$5,880.00	$5,880.00	$5,880.00
Expert-Led Implementation	One-Time	$2,000.00	$0.00	$0.00	$0.00	$0.00
	Total Per Year Amount	$7,880.00	$5,880.00	$5,880.00	$5,880.00	$5,880.00

You may have to pay sales tax on your MaintainX subscription and professional services, depending on the billing zip code or country associated with your account. If you're within a jurisdiction where you're required to pay sales taxes, you'll see the sales tax as a line item on your billing invoices and receipts.

MaintainX

THIS QUOTE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Any additional Users added to your account must be paid for within 30 days or risk deactivation. Pricing listed in this quote will be honored for additional Users during the initial Subscription Term and can be prorated based upon outstanding length of your initial payment.
2. MaintainX's Terms of Service located at www.getmaintainx.com/terms-of-service as well as the MaintainX Privacy Policy located at https://www.getmaintainx.com/privacy-policy/ are incorporated herein and apply to this quote. Upon acceptance, this quote will be deemed an Order Form as defined in the Terms of Service. Capitalized terms not defined in this quote will be as defined in the Terms of Service.
3. Subject to your agreement to the terms and conditions of this quote, you may accept this quote by paying with any of the following options:
   a. Via credit card through your billing page at app.getmaintainx.com/settings/billing.
   b. Via ACH or wire transfer to the bank account detailed on your invoice.
4. If you have purchased Professional Services set forth in this quote, the following terms and conditions apply to the provision and use of the Professional Services:
   a. For Guided Implementation, Expert-Led Implementation, QuickBooks Integration, Motive Integration, and/or Samsara Integration, MaintainX will provide the Service for the applicable plan described at https://www.getmaintainx.com/terms-of-service/professional-services-products
   b. For Custom Implementation, Custom Integration, Gold Standard Upgrade or Enterprise Upgrade Services: MaintainX will provide the Service specified and as described in the Statement of Work entered into between You and MaintainX referencing this quote. In the event of any conflict between the terms of this quote and the Statement of Work, the Statement of Work shall control, solely with respect to the applicable Service.

Upon acceptance of this quote, the Terms of Service and Privacy Policy listed above, including any MaintainX ordering document, supersede the terms in any purchase order or other non-MaintainX document and no terms included in any such purchase order or other non-MaintainX document apply to the services ordered. If you do not agree to the foregoing, this quote is withdrawn.

The Parties have caused this Agreement to be executed by their duly authorized officers or representatives with intent to be bound as of the Effective Date.

Price City	MAINTAINX, INC.
	Thomas DeArmitt
By	**Signature**
	Thomas DeArmitt
Name	**Name**
	Emerging AE Manager
Title	**Title**
	9/19/2025
Date	**Date**

Visit maintainx.com

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 27, 2025, the City Council (the "Council") of Price City, Carbon County, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance and sale of the Issuer's Taxable Water and Sewer Revenue Bonds, in one or more series (the "Bonds"), in an aggregate principal amount not to exceed $14,000,000, bearing a hardship grant assessment fee in lieu of interest at the maximum rate of 2.0% per annum, to mature in not more than thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, plus accrued interest or hardship grant assessment fee, if any. The estimated total cost to the Issuer for the proposed Bonds, if the Bonds are held until the maximum maturity, based on the maximum hardship grant assessment in lieu of interest rate above, if any, is $19,478,251. However, the Issuer has obtained a funding approval for the Project from the State of Utah acting through its Department of Environmental Quality, Drinking Water Board (the "DWB"), for a loan in the repayable principal amount of $10,638,000, bearing a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum, to mature in 30 years, in which case the estimated total cost to the Issuer for the proposed bonds will be $14,462,660. In addition to the repayable principal amount, the DWB has approved $4,559,000 in principal forgiveness for the Project (as defined below) that will not need to be repaid. Presently, the Issuer has $3,812,784 in bonds outstanding secured by a pledge of water and sewer revenues.

NOTICE IS FURTHER GIVEN that the Issuer called a public hearing for the purpose of inviting public comment on the proposed issuance of the Bonds and the economic impact that the improvements proposed to be financed with the Bonds will have on the private sector. The public hearing will be held on September 24, 2025, at 5:00 p.m., or as soon thereafter as feasible, at Price City offices located at 185 E. Main, Price, Utah 84501. As Water and Sewer Revenue Bonds, no property taxes will be pledged for repayment of the Bonds.

The Bonds will be issued pursuant to the Resolution and an Authorizing Resolution approving a Final Bond Resolution (the "Final Bond Resolution") of the Council of the Issuer, authorizing and confirming the sale of the Bonds for the purposes to (i) finance the acquisition and construction of water system improvements, including replacing the line from the spring, and related improvements (the "Project"), and (ii) pay the costs of issuing the Bonds.

A draft of the Authorizing Resolution and Final Bond Resolution in substantially final form were before the Council and were part of the Resolution at the time of the adoption of the Resolution by the Council (collectively, the "Bond Resolutions"). The Authorizing Resolution is to be adopted by the Council and Final Bond Resolution is to be authorized by a pricing committee in such form and with such changes thereto as shall be approved by the Council upon the adoption of the Authorizing Resolution; provided that the principal amount, the interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Bond Resolutions are on file in the office of the City Recorder of the Issuer in the Issuer's offices in Price, Utah, where they may be examined during regular business hours, i.e., between 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Bond Resolutions or the Bonds, or any provision made for the security and payment of the Bonds by filing a verified written complaint in the district court of their county of residence, and that after such 30-day period, no one shall have any cause of action to contest the regularity, formality or legality thereof for any reason.

/s/ Jaci Adams, CMC
Price City Recorder

Published in the ETV Newspaper September 10th and September 17th, 2025.

PRICE CITY, UTAH
TAXABLE WATER AND SEWER REVENUE BONDS

AUTHORIZING BOND RESOLUTION
September 24, 2025

RESOLUTION NO. 2025-21

A RESOLUTION AUTHORIZING THE MAXIMUM REPAYABLE AMOUNT OF $14,000,000 TAXABLE WATER AND SEWER REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO A FINAL BOND RESOLUTION TO BE APPROVED BY THE MAYOR, AND FINANCE DIRECTOR AS THE PRICING COMMITTEE, TO CONSTRUCT WATER SYSTEM IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Price City, Carbon County, Utah (the "Issuer") desires (i) to finance water system improvements, including replacing spring water line, and related improvements (the "Project"), and (ii) to pay the costs associated with that financing, pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, previously the Issuer adopted a parameters resolution setting forth the maximum aggregate repayable principal amount, interest rate, maturity, and discount for bonds related to the Project; and

WHEREAS, in order to accomplish those purposes the Issuer desires to issue its Taxable Water and Sewer Revenue Bonds, in one or more series, in the maximum repayable principal amount of not to exceed $14,000,000 (the "Bonds") pursuant to this Resolution, and a Final Bond Resolution to be approved by the pricing committee that is authorized herein (the "Final Bond Resolution") attached as Exhibit B,; and

WHEREAS, the Act provides that the Issuer may, by resolution, delegate to one or more officers of Issuer the authority to: (i) in accordance with and within the maximum terms set forth in the parameters resolution, approve the final interest rate or rates, price, principal amount, maturity or maturities, redemption features, and other terms of the Bond(s); and (ii) approve and execute all documents relating to the issuance of the Bond(s).

WHEREAS, the Bonds shall be payable solely from the Net Revenues of the Issuer's System (as defined in the Final Bond Resolution) and other moneys pledged therefor in the Final Bond Resolution(s), and shall not constitute or give rise to a general obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers; and

WHEREAS, the Issuer desires to delegate to its Mayor and Finance Director (together, the "Pricing Committee") the authority, in accordance with the parameters resolution and this Resolution, the authority to approve the final interest rate or rates, price, repayable principal amount, maturity or maturities, redemption features, and other terms of the Bonds; and (ii) approve and execute all documents relating to the issuance of the Bonds, all in one or more series, in accordance with the Final Bond Resolution:

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of Price City, Carbon County, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the Issuer directed toward the issuance and sale of the Bonds, in one or more series, are hereby ratified, approved and confirmed.

Section 3. The Final Bond Resolution attached hereto as Exhibit B is authorized and approved, with such changes thereto as shall be approved by the Pricing Committee, as authorized by Section 11-14-302 of the Act, provided that the principal amount, interest rate or rates (or hardship grant assessment fee in lieu of interest), maturity and discount shall not exceed the maximums set forth in the parameters resolution. The Bonds shall be denominated to reflect the year in which they are issued.

Section 4. The Mayor and Finance Director are hereby appointed to be the Pricing Committee with respect to the Bonds, in one or more series, and are further authorized and directed, and the power is hereby delegated to them, to execute and deliver the Bonds and the Final Bond Resolution and all documents relating to the issuance of the Bonds on behalf of the Issuer, with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 5. For the purposes set forth in the Final Bond Resolution the Issuer authorizes the issuance of the Bonds, in one or more series, which shall be designated "Price City, Carbon County, Utah Taxable Water and Sewer Revenue Bonds", in the total maximum repayable principal amount of not to exceed $14,000,000. The Bonds shall bear a hardship grant assessment fee in lieu of interest at a maximum rate of 2.0% per annum on the unpaid principal balance of the Bonds, shall be dated, shall be issued as fully registered Bonds, and shall mature as provided in the Final Bond Resolution, as shall be approved by the Pricing Committee.

Section 6. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Final Bond Resolution, as shall be approved by the Pricing Committee. The Mayor and Finance Director are hereby authorized and directed to execute and seal the Bonds and to deliver the Bonds upon payment therefore. The signatures of the Mayor and the Finance Director may be by facsimile or manual execution.

Section 7. The Pricing Committee of the Issuer is authorized and directed to execute and deliver the written order of the Issuer for authentication and delivery of the Bonds in accordance with the provisions of the Final Bond Resolution.

Section 8. The Bonds shall be sold to the State of Utah acting through the Department of Environmental Quality, Drinking Water Board, provided that the principal amount, hardship grant assessment fee in lieu of interest, maturity and discount shall not exceed the maximums set forth in parameters resolution.

Section 9. Upon their issuance, the Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Bonds and the Final Bond Resolution. No provision of this Resolution, the Final Bond Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 10. The Pricing Committee and other appropriate officials of the Issuer are authorized and directed to execute, seal and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to carry out the matters and documents authorized by this Resolution.

Section 11. After the Bonds are delivered to the Drinking Water Board, and upon receipt of payment therefor, the Final Bond Resolution, shall be and remain irrepealable until the principal of, premium, if any, and interest or hardship grant assessment fee in lieu of interst, if any, on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Final Bond Resolution.

Section 12. In accordance with the provisions of the Act, the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" to be (1) posted on the Utah Public Notice Website not less than 14 days before the public hearing, (2) posted on the City website not less than 14 days before the public hearing, (3) posted at the City Hall not less than 14 days before the public hearing and has caused a copy of a Parameters Resolution (with all exhibits attached) to be kept on file in the office of the City Recorder of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the publication thereof.

Section 13. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of that section, clause or provision does not affect the remaining sections, clauses or provisions of this Resolution.

Section 14. All resolutions, orders and regulations or parts previously adopted or passed which are in conflict with this Resolution are, to the extent of such conflict, repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 15. The City Recorder is directed to complete the attached Record of Proceedings.

Section 16. This Resolution shall take effect immediately upon its approval and adoption. This Resolution is deemed and shall constitute the legislative action of the City Council with respect to the approval of the Bonds, and no further legislative action is anticipated at this time. The approval and execution of the Final Bond Resolution by the Pricing Committee, as authorized and delegated herein, is deemed and shall constitute an administrative action.

PASSED, APPROVED AND ADOPTED this September 24, 2025.

Mayor

ATTEST:

City Recorder

(S E A L)

RECORD OF PROCEEDINGS

The City Council (the "Council") of Price City, Carbon County, Utah (the "Issuer"), met in public session at the regular meeting place of the Council in Price, Utah, on September 24, 2025, at the hour of 5:00 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Michael Kourianos	Mayor
Lane Miller	Councilmember
Amy Knott-Jesperson	Councilmember
Terry Willis	Councilmember
Tanner Richardson	Councilmember
Joe Christman	Councilmember

Also present:

Jaci Adams	City Recorder

Absent:

which constituted all members thereof.

After the meeting had been duly called to order and after other matters not pertinent to this resolution were discussed, the foregoing resolution (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember ____________________ and seconded by Councilmember ____________________, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

The City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 24, 2025 meeting, a copy of which is attached hereto.

Upon the conclusion of all the business on the Agenda and motion duly made and carried, the Meeting was adjourned.

EXHIBIT C-2

CERTIFICATE OF CITY RECORDER

I, Jaci Adams, the duly appointed and qualified City Recorder of Price City, Carbon County, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on September 24, 2025 (the "Meeting"). The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on September 24, 2025 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this September 24, 2025.

____

City Recorder

(S E A L)

EXHIBIT C-3

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jaci Adams, the undersigned City Recorder of Price City, Carbon County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than thirty-four (24) hours public notice of the agenda, date, time, and place of the September 24, 2025, public meeting held by the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the principal office of the Issuer at least thirty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be posted on the City website at least thirty-four (24) hours prior to the convening of the Meeting;

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least thirty-four (24) hours prior to the convening of the Meeting; and

In addition, the Notice of 2025 Annual Meeting Schedule for the Issuer was given specifying the date, time and place of the regular meetings of the City Council of the Issuer to be held during the year by causing notice to be (1) posted on ____________________, 202__, at the principal office of the Issuer and by causing a copy of said Notice to be (2) posted on the City's website on _______________, 202__, and by causing a copy of said Notice to be (3) posted on the Utah Public Notice Website on _________________, 202__.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this September 24, 2025.

____

City Recorder

(S E A L)

(Attach Meeting Notice (Agenda) and proof of posting thereof on (1) the Utah Public Notice Website, (2) City Website, and (3) at City Hall). Attach annual meeting notice and proof of posting on 1) Utah Public Notice Website, 2) City Website, and 3) at City Hall).

<u>EXHIBIT B</u>

FORM OF FINAL BOND RESOLUTION

(See Transcript Document No. __)

PRICE CITY, UTAH
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2026
FINAL BOND RESOLUTION OF PRICING COMMITTE
_________________, 2026

RESOLUTION NO. ________

A RESOLUTION OF THE PRICING COMMITTEE AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2026 IN THE MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF $10,638,000, FOR WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AUTHORIZING ALL RELATED DOCUMENTS AND ACTION; AND RELATED MATTERS.

WHEREAS, on September 24, 2025, the City Council of Price City, Carbon County, Utah (the "Issuer"), adopted a resolution (the "Authorizing Resolution") authorizing Taxable Water and Sewer Revenue Bonds in the maximum repayable principal amount of $14,000,000 to finance, in part, the acquisition and construction of water system improvements, including replacing the spring water line, and related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof (the "Project"); and

WHEREAS, in the Authorizing Resolution, the Mayor and Finance Director were appointed to be a pricing committee under the provisions of Section 11-14-302(f)to approve the final interest or hardship grant assessment fee rate in lieu of interest, principal amount, maturity, redemption features and other terms of the bonds: and

WHEREAS, as the pricing committee, the Mayor and Finance Director hereby desire to finalize the terms for the issuance of the Issuer's Taxable Water and Sewer Revenue Bonds, Series 2026 in the total maximum Repayable Principal Amount of $10,638,000 (the "Series 2026 Bonds") consisting of a total funding amount of $15,197,000, with $4,559,000 in principal forgiveness that is not required to be repaid, with the Repayable Principal Amount bearing a hardship grant assessment fee in lieu of interest at the rate of 2.00% per annum; and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and the revenues to be derived by the Issuer from the operation of its System and other than the Issuer's Outstanding Bonds (as defined herein below) the Issuer's Revenues (as defined herein) will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2026 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for operation and maintenance of the System, as well as debt service on all Outstanding Bonds and all proposed obligations secured by the revenues of the System, including the Series 2026 Bonds authorized herein; and

WHEREAS, the State of Utah acting through its Department of Environmental Quality, Drinking Water Board (the "Drinking Water Board" or "DWB") has offered to purchase at par the Issuer's Series 2026 Bonds in the total maximum Repayable Principal Amount of $10,638,000 (the "Series 2026 Bonds") consisting of a total funding amount of $15,197,000, with $4,559,000 in principal forgiveness, bearing a hardship grant assessment fee in lieu of interest at the rate of 2.00% per annum on the unpaid Repayable Principal Amount thereof; and

WHEREAS, the Issuer desires to accept the offer of the Drinking Water Board and to confirm the sale of the Series 2026 Bonds to the Drinking Water Board:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Price City, Carbon County, Utah, as follows:

ARTICLE I

DEFINITIONS

As used in this Final Bond Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Annual Debt Service" means the annual payment of principal of, premium or penalty, if any, and interest, if any, or hardship grant assessment fee in lieu of interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2026 Bonds which are secured by the Net Revenues of the System.

"Bondholder" or "Registered Owner" means the registered holder of any Series 2026 Bond, the issuance of which is authorized herein.

"Bonds" means the Series 2026 Bonds, the Outstanding Bonds, and any Parity Bonds, issued pursuant to the authority of this Final Bond Resolution issued under section 4.2.

"Depository Bank" means a "Qualified Depository" as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Water Revenue Fund as herein described, the deposits of which are insured by the Federal Deposit Insurance Corporation.

"Drinking Water Board" means the State of Utah Department of Environmental Quality, Drinking Water Board, or any successor agency thereof.

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2026 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means the Utah State Treasurer, and its successors and assigns, which shall so act pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" means the escrow agreement entered among the Issuer, the Drinking Water Board, and the Escrow Agent on the date of delivery of the Series 2026 Bonds.

"Exchange Bonds" means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2026 Bonds, or in exchange for other Exchange Bonds, in the denomination of $1,000 or any integral multiple thereof.

"Fully Registered Bond" means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2026 Bonds authorized herein.

"Hardship Grant Assessment Fee in Lieu of Interest" means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2026 Bonds and shall be equal to 2.0% per annum of the outstanding repayable principal balance of the Series 2026 Bonds and shall be payable as provided herein.

"Issuer" means Price City, Carbon County, Utah, or its successors.

"Net Revenues" means Revenues after provision has been made for the payment of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, after tax revenues are applied to such expenses, including the cost of water and water treatment, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents of the Bonds, payment of premiums for insurance on the System hereinafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to the operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Original Issue Date" means the dated date of the Series 2026 Bonds, which is the date on which the Series 2026 Bonds are issued.

"Outstanding Obligations" means collectively the Issuer's (1) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of $2,885,000 bearing interest at the rate of 1.5% per annum; (2) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of $1,250,000 bearing interest at the rate of 2.5% per annum; (3) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of $1,250,000 bearing no interest; (4) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of $340,000 bearing no interest; (5) Taxable Water and Sewer Revenue Bonds, Series 2009B in the original principal amount of $850,000 bearing no interest; (6) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of $1,906,000 bearing interest at a rate of 2.07% per annum; (7) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of $387,000 bearing no interest;

(8) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of $700,000 bearing no interest; 90) Water and Sewer Revenue Bonds, Series 2016 in the original principal amount of $600,000 bearing interest at the rate of 2.5% per annum; (10) Water and Sewer Revenue Bonds, Series 2018 in the original principal amount of $300,000 bearing interest at the rate of 2.5% per annum, and (11) Water and Sewer Revenue Bonds, Series 2021 in the original principal amount of $1,200,000 bearing interest at the rate of 1.5% per annum.

"Paying Agent" means the person or persons authorized by the Issuer to pay the principal of and interest, if any, or hardship grant assessment fee in lieu of interest on the Series 2026 Bonds on behalf of the Issuer. The initial paying agent for the Series 2026 Bonds is the City Finance Director of the Issuer.

"Principal amount" means the outstanding Repayable Principal Amount of the Series 2026 Bonds payable to the Registered Owner thereof as provided in Sections 2.2 and 2.3 hereof.

"Principal Forgiveness" means the maximum amount of $4,559,000, which reduces the maximum construction funding from the Drinking Water Board of $15,179,000, resulting in a maximum Repayable Principal Amount of $10,638,000.

"Project" means financing, in part, the acquisition and construction of water system improvements, including replacing the spring line, and related improvements to the Issuer's System, and all equipment and appurtenances thereto.

"Registered Owner" means the person or persons in whose name or names a bond shall be registered on the books of the Issuer kept for that purpose in accordance with the provisions of this Final Bond Resolution.

"Registrar" means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2026 Bonds on behalf of the Issuer. The initial Registrar for the Series 2026 Bonds is the City Recorder of the Issuer.

"Repayable Principal Amount" means the maximum principal amount of the Series 2026 Bonds payable to the Registered Owner thereof calculated by reducing the purchase price of the Series 2026 Bonds by the Principal Forgiveness amounts as provided in Sections 2.2 and 2.3 hereof resulting in a maximum Repayable Principal Amount of $10,638,000.

"Revenues" means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income or other revenues. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.5(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

"Series 2026 Bonds" means the Issuer's Taxable Water and Sewer Revenue Bonds, Series 2026 issued pursuant to this Final Bond Resolution in the aggregate maximum Repayable Principal Amount of $10,638,000, bearing a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum on the outstanding Repayable Principal Amount of the Series 2026 Bonds, as authorized herein to finance the Project. The maximum Repayable Principal Amount consists of a total construction funding of $15,197,000, less the maximum Principal Forgiveness of $4,559,000, for a maximum Repayable Principal Amount of $10,638,000.

"Sinking Fund Year" means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2026 Bonds and will end on the next succeeding June 30.

"State Bonds" means the fully registered Series 2026 Bonds issued in substantially the form set forth in Exhibit A-1, in a denomination equal to the aggregate principal amount of the Series 2026 Bonds.

"System" means the whole and each and every part of the respective water system and sewer system of the Issuer, including the Project to be financed, in whole or in part, with the proceeds of the Series 2026 Bonds to be issued pursuant to this Final Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of such water and sewer systems, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

ARTICLE II

ISSUANCE OF SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation Series and Interest Rate. The Series 2026 Bonds are hereby authorized for issuance for the purposes of providing funds to finance, in part, (i) the acquisition and construction of the Project, and (ii) to pay the costs of issuing the Series 2026 Bonds. The Series 2026 Bonds shall be limited to the total maximum Repayable Principal Amount of $10,638,000 bearing a hardship grant assessment fee in lieu of interest at a rate of 2.0% per annum on the unpaid Repayable Principal Amount, and shall be issued (a) in the form set forth in Exhibit A-1, if issued as a State Bond(s), and (b) in the form set forth in Exhibit A-2, if issued as Exchange Bonds, in fully registered form, shall bear a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum on the outstanding Repayable Principal Amount and shall be payable as specified herein. The Series 2026 Bonds, whether issued as State Bonds or Exchange Bonds, shall be in the denomination of $1,000 or any integral multiple thereof. The Series 2026 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2026 Bonds shall be designated as, and shall be distinguished from all other bonds of the Issuer by the title, "Taxable Water and Sewer Revenue Bonds, Series 2026."

The Series 2026 Bonds shall bear a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum from the Original Issue Date on the unpaid balance of the Principal Amount and shall be payable as specified herein.

The Series 2026 Bonds shall be in a form to permit the Drinking Water Board to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Project.

The Series 2026 Bonds are issued on parity with the Issuer's Outstanding Bonds, such that the Series 2026 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Bonds.

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter, beginning prior to the payment by the Issuer of costs of construction of the Project, or at such other time as shall be specified by the Drinking Water Board, the Issuer shall provide to the Drinking Water Board a certificate setting forth a schedule of the costs of the Project which the Issuer estimates will become due and payable by the Issuer prior to the next succeeding calendar quarter and are properly payable with the proceeds of the Series 2026 Bonds. Advances made by the Drinking Water Board on the basis of such certificates shall be deposited in the Escrow Fund. All such advances shall be in the minimum amount of $1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Escrow Fund, the Finance Director or Mayor of the Issuer shall give telephonic authorization followed by written confirmation to the Drinking Water Board to stamp or write the date and amount of such advance made by the Drinking Water Board and the corresponding "Amount of Payment" "Principal Forgiveness" "Repayable Principal Amount" and "Total Principal Sum" in the appropriate places on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Drinking Water Board on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price and Total Principal Sum of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bonds. As advances are made by the Drinking Water Board, the Amount of Payment less the Principal Forgiveness Amounts shall constitute the "Repayable Principal Amount" of each payment and combined the "Total Principal Sum" of the Series 2026 Bonds in the order of maturity of the Series 2026 Bonds..

2.3 Debt Forgiveness. The Drinking Water Board has committed to purchase the Series 2026 Bonds for a maximum purchase price not to exceed the maximum Total Principal Amount of $15,197,000, with a maximum amount of Principal Forgiveness of $4,559,000, leaving a maximum Repayable Principal Amount of $10,638,000. Accordingly, 30.00% of each incremental advance (plus $1,000 for all incremental advances combined) pursuant to Section 2.2 hereof shall be forgiven and shall be recorded under the "Principal Forgiveness Amount" column on the Certificate of Dates of Payment and Amount on the State Bond certificate. The remaining 70.00% of each incremental advance shall be recorded under the "Repayable Principal Amount" column on the Certificate of Dates of Payment and Amount and shall constitute the total principal repayment obligation of the Issuer with respect to the Series 2026 Bonds.

Section 2.4 Date and Maturities. The Series 2026 Bonds shall be dated as of their date of delivery shall be issued in the amount of $1,000 or any integral multiple thereof, and shall be paid as provided in this Section. The Series 2026 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2026 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest or Hardship Grant Assessment Fee in Lieu of Interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Drinking Water Board is the Registered Owner of the Series 2026 Bonds, payments of principal and a Hardship Grant Assessment Fee in Lieu of Interest on the Series 2026 Bonds shall be made by check or draft and mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the City Recorder.

The Issuer shall make payments of a Hardship Grant Assessment Fee in Lieu of Interest accruing at the rate of 2.0% per annum from the Original Issue Date on the unpaid balance of the Principal Amount and shall be payable on June 1 of each year, beginning on June 1, 2026.

The Issuer shall make payments of Principal bearing a Hardship Grant Assessment Fee in Lieu of Interest in the Principal Sum stated for each year for the Series 2026 Bonds, beginning June 1, 2028, and continuing on each June 1 thereafter until the Principal Amount sum shall be paid in full, as follows:

June 1	Principal Maturing	June 1	Principal Maturing
		2041	$339,000
2026	Hardship Grant Assessment	2042	346,000
2027	Hardship Grant Assessment	2043	353,000
2028	$262,000	2044	360,000
2029	267,000	2045	367,000
2030	273,000	2046	375,000
2031	278,000	2047	382,000
2032	284,000	2048	390,000
2033	290,000	2049	397,000
2034	295,000	2050	405,000
2035	301,000	2051	414,000
2036	307,000	2052	422,000
2037	313,000	2053	430,000
2038	320,000	2054	439,000
2039	326,000	2055	448,000
2040	333,000	2056	456,000
		2057	466,000

If less than $10,638,000 total Repayable Principal Amount is advanced on the Series 2026 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in the inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the actual Principal Amount of the Series 2026 Bonds.

The above repayable principal payments and payment dates shall also be revised and reflected in the Form of State Bond as set forth in Exhibit A-1.

In the event the Series 2026 Bonds are not issued during the calendar year 2026, then the Series of bonds shall be denominated to show the year in which the bonds were issued.

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Mayor and Finance Director, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2026 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued posted at least 14 days before this resolution (1) on the Utah Public Notice Website, (2) on the City website, and (3) at City Hall, which parameters are in the aggregate repayable principal amount of not to exceed $14,000,000, bearing a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum, to mature in not more than thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof and all other terms of the Series 2026 Bonds, and to approve and execute all documents related to the issuance of the Series 2026 Bonds. The City Recorder is authorized to attest such signatures and apply the City seal as appropriate.

Section 2.5 Optional Redemption and Redemption Prices. Each principal payment of the Series 2026 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2026 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.6 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Drinking Water Board with respect to the Series 2026 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.6 Notice of Redemption of Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.6. The notice of redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of the Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. The notice shall state the following information:

(i) the complete official name, series and the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each Exchange Bond or portion thereof called for redemption; and

(vii) the place where the Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent and providing the name and telephone number of a contact person.

(b) Upon the payment of the redemption price of the Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of the Exchange Bonds or the portion thereof redeemed but who failed to deliver their Exchange Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of the Bonds receives the notice. Receipt of a notice of redemption shall not be a condition precedent to redemption and failure by any Registered Owner to receive any such notice shall not affect the validity of the proceedings for the redemption of the Bonds.

In the event any Exchange Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Exchange Bond, a new Exchange Bond in principal amount equal to the unredeemed portion of such Exchange Bond will be issued.

Section 2.7 Execution and Delivery of the Series 2026 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2026 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2026 Bonds and to have imprinted, or otherwise placed on the Series 2026 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Drinking Water Board the Series 2026 Bonds upon the payment of the initial incremental advance for the Series 2026 Bonds.

Section 2.8 Delinquent Payment. If any installment payment of principal of or hardship grant assessment fee in lieu of interest on the Series 2026 Bonds is not paid when due and payable, the issuer shall pay a hardship grant assessment fee in lieu of interest on each delinquent installment at the rate of eighteen percent (18%) per annum from such due date until paid in full.

Section 2.9 Exchange of State Bonds. As long as the Drinking Water Board is the sole Registered Owner of the Series 2026 Bonds, the Series 2026 Bonds shall be issued only as the Series 2026 Bonds in the form prescribed in Exhibit A-1. It is recognized that the Drinking Water Board may sell or otherwise transfer the Series 2026 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Drinking Water Board determines to sell or otherwise transfer all or a portion of the Series 2026 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2026 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.9 and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2026 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Drinking Water Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to the authorization contained in Section 2.7 hereof. Each principal payment on the Series 2026 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2026 Bonds for Exchange Bonds, provided that the Drinking Water Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2026 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and transfer of the Series 2026 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2026 Bonds. Any Series 2026 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2026 Bond for cancellation, accompanied by delivery of a duly executed instrument of transfer in a form approved by the Registrar. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender of any Series 2026 Bond for transfer as provided herein, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2026 Bond of the same maturity and series for a like aggregate principal amount as the Series 2026 Bond surrendered for transfer. Series 2026 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2026 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2026 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2026 Bond. The Registrar shall not be required to transfer or exchange any Series 2026 Bond after the mailing of notice calling such Series 2026 Bond for redemption.

Series 2026 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2026 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2026 Bond shall be made only to or upon order of the Registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2026 Bonds of any tax or other governmental charge and any service charge required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2026 Bond shall be delivered.

Section 3.2 Escrow Fund; Deposit of Bond Proceeds. The proceeds from the sale of the Series 2026 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2026 Bonds. Any amounts remaining in the Escrow Fund after repayment of excess grant funds shall be transferred to the Bond Sinking Fund, and then if any amounts are remaining they shall be used only for the prepayment of the Series 2026 Bonds. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Bonds maturing on the last due date are to be redeemed, the Issuer shall by lot select those Bonds to be prepaid. Proceeds from the sale of the Series 2026 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3 The Series 2026 Bonds Constitute Special Limited Obligations; Pledge of Net Revenues. Notwithstanding anything to the contrary in this Final Bond Resolution, all of the principal of and hardship grant assessment fee in lieu of interest, if any, on the Series 2026 Bonds shall be payable solely from the Net Revenues of the System, all of which are hereby pledged to the payment of the principal of and hardship grant assessment fee in lieu of interest, if any, on the Series 2026 Bonds. In no event shall the Series 2026 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Net Revenues to pay the Series 2026 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4 Flow of Funds. From and after the earlier of the delivery date of the Series 2026 Bonds, and until all the Series 2026 Bonds have been fully paid, the Revenues shall be set aside into Price City, Utah Water and Sewer Revenue Fund referred to herein as "Revenue Fund," previously established and hereby reaffirmed, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

(a) From the amounts on deposit in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the 10th day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of

Operation and Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient.

(b) From the amounts in the Revenue Fund there shall first be allocated and transferred to the "Price City, Utah Water and Sewer Revenue Bond Sinking Fund" (the "Sinking Fund") hereby established as hereinafter provided.

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the "Bond Account" such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and hardship grant assessment fee in lieu of interest, if any, on the Series 2026 Bonds as shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Bonds. The amount to be set aside monthly on or before the tenth day of each month with respect to the Series 2026 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before June 10, 2026, or the tenth day of each month, beginning the tenth day of the month after the date of issuance (which ever is later) and shall equal 1/12 (in the case of the first Sinking Fund Year, the fraction, the numerator of which is the number one and the denominator of which is the number of months remaining to the next payment date) of the amount of the principal on the payment next due on the Series 2026 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and hardship grant assessment fee in lieu of interest, or interest, if any, on the Series 2026 Bonds and the Outstanding Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2026 Bonds and all Outstanding Bonds as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and hardship grant assessment fee in lieu of interest, or interest, if any, on the Series 2026 Bonds and the Outstanding Bonds, and shall not be reallocated, transferred or paid out for any other purpose

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (1) those amounts, if any, as shall be required for the Outstanding Bonds to be deposited in a reserve account; and (2) there shall be allocated monthly on or before the tenth day of each month, beginning June 10, 2026 (or the tenth of the month following the issuance of the Series 2026 Bonds, whichever is later) to the "Reserve Account – Series 2026" established on the books of the Issuer the sum of $6,605, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2026 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to

$475,500. Amounts allocated to the Reserve Account – Series 2026 shall be used to pay the principal and hardship grant assessment fee in lieu of interest falling due on the Series 2026 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Account-Series 2026 has been accumulated as in this paragraph provided, no further allocations to the Reserve Account-Series 2026 need be made unless payments from the Reserve Account-Series 2026 have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) From the amounts on deposit in the Revenue Fund after the payment of the amounts required by the above subsections, there shall be allocated monthly in accordance with its covenant to establish a Capital Facilities Replacement Reserve Account for the Series 2026 Bonds (the "2026 Replacement Account") as provided in Section 4.1(s) of the Final Bond Resolution, the Issuer will deposit monthly, on the tenth (10^{th}) day of each month beginning June 10, 2026 (or the tenth of month following the issuance of the Series 2026 Bonds, whichever is later), into the Issuer's 2026 Replacement Account an amount equal to 1/12 of 5% of the Issuer's annual operating budget for the System, including debt service and depreciation, for the Issuer's then current fiscal year. The Issuer shall continue to fund the 2026 Replacement Account until the Series 2026 Bonds have been paid in full (or provision is made for such payment) as provided in this Bond Resolution. The Issuer acknowledges that in issuing certain of its Outstanding Bonds that it previously covenanted to set aside 5% of its annual operating budget with respect to those Outstanding Bonds. In covenanting to set aside 5% of its annual operating budget herein, the Issuer is agreeing to continue to set aside 5% of its annual operating budget for as long as the Series 2026 Bonds are outstanding and the Issuer is not covenanting to set aside more than 5% of its operating budget.

(iv) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Account-Series 2026 and Capital Facilities Replacement Reserve Account have been made, may be used by the Issuer (a) to prepay or redeem the Series 2026 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Revenues thereafter derived by the Issuer from the operation of the System.

Section 3.5 Investment of Funds. Any funds allocated to the Bond Account, Replacement Account, and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account and Replacement Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Accounts shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Accounts are fully funded as provided herein and in the resolutions authorizing the Outstanding Bonds. In the event the balance in the Reserve Accounts is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective reserve account until total deposits in the Reserve Accounts shall equal the amount required to fully fund the Reserve Accounts. There shall not be required to be in the Bond Account and the Reserve Accounts at any time more than the total amount required to pay the total principal of and hardship grant assessment fee in lieu of interest, or interest, if any, due on the Series 2026 Bonds and the Outstanding Bonds. Whenever the money in the Bond Account and the Reserve Accounts equal the total principal amount of the Outstanding Bonds, the Series 2026 Bonds outstanding plus accrued hardship grant assessment fee in lieu of interest thereon, or interest, if any, thereon, the money in those accounts shall be used to prepay all of the Series 2026 Bonds and the Outstanding Bonds then outstanding.

ARTICLE IV

COVENANTS

Section IV.1 Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2026 Bonds the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds and accounts which were established pursuant to this Final Bond Resolution, until such time as the Series 2026 Bonds have been paid in full.

(b) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the payment and/or redemption of the Series 2026 Bonds and Outstanding Bonds, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2026 Bonds, the Outstanding Bonds and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenances Expenses of the System and the payment of the Series 2026 Bonds, and Outstanding Bonds, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(c) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Final Bond Resolution.

(d) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(e) So long as any Series 2026 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by any Bondholder upon request; provided, however, during such periods of time as the Drinking Water Board is the Registered Owner of the State Bonds, each such audit will be supplied to the Drinking Water Board as soon as completed without prior request therefor by the Drinking Water Board. At a minimum, each such audit shall include the following:

i. A statement in detail of the revenues and expenses of the System for the Sinking Fund Year;

ii. A balance sheet as of the end of the Sinking Fund Year;

iii. The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Final Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;

iv. A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;

v. An analysis of all funds and accounts created in this Final Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;

vi. The number of water connections within the boundaries of the Issuer, and applications for water service on hand at the end of the Sinking Fund Year;

vii. The total billings for the Sinking Fund Year and all schedules of rates and charges imposed for water service during the Sinking Fund Year.

The Bondholder of the Series 2026 Bonds may waive the audit requirements set forth in this 4.1(e) for any particular Sinking Fund Year upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, provided that such waiver shall not apply to the reporting requirements of the Issuer set forth in 4.1(f) herein.

(f) In addition to the reporting requirements set forth in 4.1(e) above, the Issuer shall submit to the Drinking Water Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Drinking Water Board to the Issuer upon purchase of the Series 2026 Bonds.

All expenses incurred in compiling the information required by this Subsection (f) shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Drinking Water Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(g) Any holder of a Series 2026 Bond shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to the Bondholder financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(h) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(i) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of the System which is replaced by comparable property of equal or greater value, or which has ceased to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(j) The Issuer shall charge for water services and require that each be paid in full. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will take action to collect such bill.

(k) The Issuer may consolidate the bills submitted for sewer service with those submitted for water service, if applicable, for those persons who are liable for the payment of charges for such combined services and require that each such consolidated bill be paid in full as a unit and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the delinquent water user to be terminated immediately.

(l) Every officer, agent or employee of the Issuer having custody or control of any of the Revenues or of the proceeds of the Series 2026 Bonds shall be bonded by a responsible corporate surety in an amount not less than two times the maximum annual debt service on the Series 2026 Bonds. The premium on such surety bond shall not be an Operation and Maintenance Expense of the System.

(m) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(n) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds except when the Issuer in good faith contests its liability to pay the same.

(o) The Issuer will not grant a franchise for the operation of any competing water system within its corporate limits, as long as the Series 2026 Bonds authorized herein remain outstanding.

(p) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(q) All payments falling due on the Series 2026 Bonds shall be made to the Bondholder(s) thereof at par plus accrued interest or hardship grant assessment fee in lieu of interest, if any, and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(r) The Issuer will maintain its identity, will make no attempt to cause its existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(s) The Issuer shall establish a Capital Facilities Replacement Reserve Account (the "Replacement Account") to be held by the Issuer and shall deposit annually therein an amount equal to 5% of the Issuer's annual operating budget for the System, including debt service and depreciation, as more fully described in

Section 3.4(c) hereof. The Replacement Account shall never serve as security for or a source of the payment of principal of or hardship grant assessment fee in lieu of interest on the Series 2026 Bonds. The Issuer shall limit the use of moneys on deposit in the Replacement Account to the acquisition and construction of (a) replacements of obsolete System equipment or facilities, (b) extensions or additions to the Issuer's System, and (c) other capital improvements necessary to keep the System in good working condition. No disbursements shall be made from the Replacement Account unless and until the Issuer has given at least 30 days' advance written notice to the Drinking Water Board specifying the amount of the proposed disbursement and the purpose for which the disbursement will be made. The Issuer shall not, however, be required to obtain the consent of the Drinking Water Board prior to making any disbursement from the Replacement Account.

(t) The Issuer agrees, in accepting the proceeds of the Series 2026 Bonds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund (SRF) Program (R309-705 of the Utah Administrative Code), the Utah Local Government Bonding Act, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

Section IV.2 Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer having priority over the Series 2026 Bonds with respect to payment from the Net Revenues from the System shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2026 Bonds. Furthermore, none of the Series 2026 Bonds shall be entitled to priority over any other Series 2026 Bonds in application of the Net Revenues of the System, regardless of when issued, it being the intention of the Issuer that there shall be no priority among the Series 2026 Bonds authorized to be issued pursuant to this Final Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. Except as provided below, the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2026 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2026 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2026 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2026 Bonds except that if fewer than all of the Series 2026 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest or hardship grant assessment fee in lieu of interest at a rate higher or mature at a date earlier than the corresponding Series 2026 Bonds refunded thereby without the consent of the holders of all of the Series 2026 Bonds that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. Refunding bonds may be exchanged with the consent of the Bondholder for not less than a like principal amount of the Series 2026 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2026 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2026 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues of the System for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued. For purposes of this Subsection (b)(i), the Net Revenues of the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this Subsection (b)(i) may be waived or modified by the written consent of the Registered Owners and holders of 100% of the principal amount of the Bonds and Parity Bonds then outstanding. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(ii) All payments required by this Final Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in the Reserve Fund the full amount required by this Final Bond Resolution to be accumulated therein.

(iii) The Parity Bonds must be payable as to principal on June 1 of each year in which principal falls due.

(iv) The proceedings authorizing such Parity Bonds shall provide that the aggregate balance of all reserve accounts shall be increased to an amount not less than the maximum Annual Debt Service of all Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and that balance shall be accumulated within six (6) years after delivery of such Parity Bonds.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

ARTICLE V

MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Final Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay a hardship grant assessment fee in lieu of interest penalty (the "Interest Penalty") equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2026 Bonds, the Interest Penalty to accrue from the date of the notice from the Bondholder to the Issuer referenced above until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying the Revenues toward the Revenue allocations required by Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing such functions on behalf of the Bondholders shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2 Amendments to this Final Bond Resolution. Provisions of this Final Bond Resolution shall constitute a contract between the Issuer and the Bondholders; and after the issuance of the Series 2026 Bonds, no change, variation or alteration of any kind in the provisions of this Final Bond Resolution shall be made in any manner until such time as all of the Series 2026 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Final Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Final Bond Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2026 Bonds then outstanding. Such notice shall (a) briefly set forth the nature of the proposed amendment, (b) state that copies thereof are on file at the principal office of the Issuer for inspection by all Bondholders and (c) set forth the manner in which Bondholders are to give or withhold their consent to the proposed amendment. Upon receipt of Bondholder consents representing at least 75% of the aggregate principal amount of the Series 2026 Bonds then outstanding, the governing body of the Issuer may adopt by resolution the proposed amendment, and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Final Bond Resolution which would (A)(i) extend the stated maturity or reduce the principal amount of the Series 2026 Bonds, or (A)(ii) reduce the rate of or extend the time for paying interest, if any, due on the Series 2026 Bonds, including interest, if any, on delinquent payments of principal of or interest, if any, on the Series 2026 Bonds, without the consent of the holders of all the Series 2026 Bonds, or (B) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of the holders of all the Series 2026 Bonds which would be affected by such reduction or extension, or (C) change the rights of the holders of less than all Series 2026 Bonds then outstanding, without the consent of the holders of all the Series 2026 Bonds at the time outstanding which would be affected by such changes.

If a Bondholder shall have consented to and approved the adoption of the amendatory resolution as herein provided, such Bondholder shall not have any right or interest to subsequently object to the adoption thereof or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this Section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3 Maintenance of Proceedings. A certified copy of this Final Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Final Bond Resolution, including any amendatory or supplemental ordinance or resolution, will be furnished to any Bondholder. The

Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Final Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest or hardship grant assessment fee in lieu of interest, if any, on the Series 2026 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2026 Bonds.

Section 5.4 Defeasance of Series 2026 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to the Registered Owners of the Series 2026 Bonds of the amounts due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Final Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2026 Bonds) shall be cancelled and discharged with respect to the Series 2026 Bonds.

Any Series 2026 Bond shall be deemed to be paid within the meaning of this Section when payment of the Series 2026 Bonds (whether such payment is made at maturity or upon prepayment or redemption) shall have been made in accordance with the terms thereof. At such time as the Series 2026 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2026 Bonds).

Section 5.5 Sale of Series 2026 Bonds Approved. The sale of the Series 2026 Bonds to the Drinking Water Board at par is hereby authorized, confirmed and approved.

Section 5.6 Bondholders Not Responsible. The holders of the Series 2026 Bonds shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7 Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" to be posted (1) on the City website, (2) on the Utah Public Notice Website, and (3) at City Hall at least 14 days before the public hearing and adoption of this resolution.

Section 5.8 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Final Bond Resolution and the documents authorized and approved herein.

Section 5.9 Severability. If any section, paragraph, clause or provision of this Final Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other section, paragraph, clause or provision of this Final Bond Resolution.

Section 5.10 Statutory Authority for the Series 2026 Bonds. The Series 2026 Bonds are issued under the authority of the Act and each Series 2026 Bond certificate shall so recite. By the adoption of this Final Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Act.

Section 5.11 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Final Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 5.12 Record of Proceedings. The City Recorder is hereby directed to complete and execute the Record of Proceedings attached hereto.

Adopted and approved as of this ________________, 2026.

Mayor

____
Finance Director

ATTEST:

____
City Recorder

(SEAL)

EXHIBIT A-1

(FORM OF STATE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF CARBON

PRICE CITY

TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2026

$10,638,000

Price City, Carbon County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah Department of Environmental Quality, Drinking Water Board (the "Registered Owner") or registered assigns last named on the Registration Certificate attached hereto, the Total Principal Sum set forth in the "Certificate of Dates of Payment and Amount" set forth at the end of this Bond (the "Certificate"), but in no event more than the aggregate Repayable Principal Amount of $10,638,000 bearing a hardship grant assessment fee in lieu of interest at the rate of 2.0% per annum on the unpaid principal balance, with the hardship grant assessment fee in lieu of interest payable annually on June 1 of each year with the first payment of hardship grant assessment fee in lieu of interest being due on June 1, 2026, and with payments of principal payable in registered installments beginning June 1, 2028, and each June 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

June 1	Principal Maturing	June 1	Principal Maturing
		2041	$339,000
2026	Hardship Grant Assessment	2042	346,000
2027	Hardship Grant Assessment	2043	353,000
2028	$262,000	2044	360,000
2029	267,000	2045	367,000
2030	273,000	2046	375,000
2031	278,000	2047	382,000
2032	284,000	2048	390,000
2033	290,000	2049	397,000
2034	295,000	2050	405,000
2035	301,000	2051	414,000

2036	307,000	2052	422,000
2037	313,000	2053	430,000
2038	320,000	2054	439,000
2039	326,000	2055	448,000
2040	333,000	2056	456,000
		2057	466,000

If less than $10,638,000 total Repayable Principal Amount is advanced on the Series 2026 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in the inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the actual Principal Amount of the Series 2026 Bonds.

"Hardship Grant Assessment Fee in Lieu of Interest" means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2026 Bonds and shall equal to 2.0% per annum of the outstanding principal balance of the Series 2026 Bonds and shall be payable as provided herein.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of hardship grant assessment fee in lieu of interest, if any, on this Bond shall be made to the Registered Owner hereof and shall be paid by check or draft mailed to the Registered Owner hereof at the address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Department of Environmental Quality, Drinking Water Board (the "Drinking Water Board") is the Registered Owner of this Bond, installment payments of principal and hardship grant assessment fee in lieu of interest, if any, shall be made by check or draft mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the Registrar.

If any installment payment of the principal of or hardship grant assessment fee in lieu of interest, if any, on this Bond is not paid when due and payable, the Issuer shall pay a hardship grant assessment fee in lieu of interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to hardship grant assessment fee in lieu of interest, if any, and then to principal.

This Bond represents the Issuer's Taxable Water and Sewer Revenue Bonds, Series 2026 (the "Series 2026 Bonds") and is issued pursuant to (i) a Parameters

Resolution and an Authorizing Resolution approving a Final Bond Resolution (collectively, the "Bond Resolution") adopted by the governing body of the Issuer on August 27, 2025, and September 24, 2025, respectively, and (ii) under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purposes of financing, in part, (i) the acquisition and construction of water system improvements, including replacing the spring line, and related improvements to the Issuer's System, and all equipment and appurtenances thereto (the "Project"), and (ii) paying the costs of issuing the Bonds (as defined in the Bond Resolution). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

This Bond is payable solely from the Net Revenues derived from the operation of the Issuer's System, all as more fully described and provided in the Bond Resolution. The Bond Resolution requires that the Issuer deposit a sufficient amount of the Net Revenues of the System into a sinking fund designated "Price City, Carbon County, Utah, Water and Sewer Revenue Bonds, Sinking Fund" (the "Sinking Fund") to provide for the annual principal payment on the Series 2026 Bonds and all bonds on a parity. Pursuant to the terms of the Bond Resolution, all of the Net Revenues of the System and the Sinking Fund have been pledged to the payment of the principal on this Bond and all bonds on a parity.

The Bonds are issued on parity with the Issuer's Outstanding Bonds (as defined in the Final Bond Resolution), such that the Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Bonds.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts (the "Additional Obligations"), which may mature at different times, may bear interest at different rates, if any, and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of the Additional Obligations which may be issued is not limited. Any Additional Obligations issued under the Bond Resolution must either be subordinate to or on parity with this Bond, provided certain conditions are met. If the Additional Obligations are issued on parity with this Bond, then the Additional Obligations and this Bond will be equally and ratably secured by a pledge of the Net Revenues of the System, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at the address appearing on the registration books maintained by the Issuer. Any notice of redemption so mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of this Bond.

Subject to the provisions of the Bond Resolution, this Bond is issued in fully registered form, without coupons, in a denomination equal to a principal amount of the bonds or, upon exchange for an Exchange Bond (as defined in the Bond Resolution), in a denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water and sewer service sufficient to pay when due this Bond, and the principal and interest or hardship grant assessment fee in lieu of interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest or hardship grant assessment fee in lieu of interest, if any, on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the registration book in the office of the City Recorder of the Issuer, who shall be the Registrar and the Paying Agent for this Bond. This Bond is transferable only by notation upon the registration book by the registered owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that all of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and that a sufficient amount of the Net Revenues will be set aside into the Sinking Fund by the Issuer for the prompt payment of this Bond and all bonds, if any, issued on a parity with this Bond, and that the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all other bonds, if any, issued on a parity with this Bond. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the official seal of the Issuer this _______________, 2026.

PRICE CITY,
CARBON COUNTY, UTAH

/s/ (Do Not Sign)
Mayor

Countersigned:

/s/ (Do Not Sign)
City Recorder

(SEAL)

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Environmental Quality, Drinking Water Board (the "Drinking Water Board"), hereby certifies that the Drinking Water Board has received written authorization from the Finance Director or Mayor of the Issuer to stamp or write the amount(s) indicated below on the date(s) set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the Issuer from the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

Amount of Payment	Date of Payment	Principal Forgiveness	Repayable Principal Amount	Total Principal Sum	Drinking Water Board Rep. Signature
$	______, 20	$________	$________	$	________________
$______	_______	$________	$________	$______	________________
$______	_______	$________	$________	$______	________________
$______	_______	$________	$________	$______	________________
$______	_______	$________	$________	$______	________________
$______	_______	$________	$________	$______	________________

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

<u>EXHIBIT A-2</u>

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH
PRICE CITY
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2026

HARDSHIP GRANT ASSESSMENT FEE IN IN LIEU OF INTEREST	MATURITY DATE	ISSUE DATE
2.0%	June 1, 20__	____________, 20__

Registered Owner:

Principal Amount: Dollars

Price City, Carbon County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. A Hardship Grant Assessment Fee in Lieu of Interest at the rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be payable by check or draft mailed by the Finance Director of the Issuer (the "Paying Agent") to the Registered Owner hereof beginning June 1, 20__ and on each June 1 thereafter until this Bond is paid in full. The principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment on the Maturity Date or the date set for prior redemption as provided herein.

The Issuer shall be obligated to pay to the Drinking Water Board and any subsequent owner of the Series 2026 Bonds a Hardship Grant Assessment Fee in Lieu of Interest. A Hardship Grant Assessment Fee in Lieu of Interest shall accrue on the outstanding principal balance of the Series 2026 Bonds on June 1, 20__ and on each following June 1 and shall be computed in the same manner as a Hardship Grant Assessment Fee in Lieu of Interest such that as the outstanding balance of Series 2026 Bonds is increased or decreased, the a Hardship Grant Assessment Fee in Lieu of Interest shall be computed on the basis of the increased or decreased principal balance from the date of such increase or decrease to the earlier of the next change in principal balance or the next succeeding payment date. The payment dates for the Hardship Grant Assessment Fee in Lieu of Interest shall be June 1, 20__ and each June 1 thereafter until the Series 2026 Bonds are paid in full.

"Hardship Grant Assessment Fee in Lieu of Interest" means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2026 Bonds and shall equal to 2.0% per annum of the outstanding principal balance of the Series 2026 Bonds and shall be payable as provided herein.

If this Bond or any installment of a Hardship Grant Assessment Fee in Lieu of Interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of ____________________________ Dollars ($__________), issued in exchange for the conversion of the Issuer's Taxable Water and Sewer Revenue Bond, Series 2026 dated __________, 20__, originally issued in the total Principal Amount of $10,638,000 (the "Series 2026 Bonds"), all as authorized by an Final Bond Resolution of the Issuer duly adopted on _________________, 2026 (the "Final Bond Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution adopted by the governing body of the Issuer on August 27, 2025, and an Authorizing Resolution dated September 24, 2025, approving the Final Bond Resolution, and (ii) under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purposes of financing, in part, (i) the acquisition and construction of water system improvements, including replacing the spring line, and related improvements to the Issuer's System, and all equipment and appurtenances thereto (the "Project"), and (ii) paying the costs of issuing the Bonds (as defined in the Bond Resolution). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System, all of which have been pledged to the payment of the Series 2026 Bonds. This Bond does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Final Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts (the "Additional Obligations"), which may mature at different times, may bear interest or hardship grant assessment fee in lieu of interest at different rates and may otherwise vary as provided in the Final Bond Resolution, and the aggregate principal amount of the Additional Obligations which may be issued is not limited. Any Additional Obligations issued under the Final Bond Resolution must either be subordinate to or on parity with this Bond, provided certain conditions are met. If the Additional Obligations are issued on parity with this Bond, then the Additional Obligations and this Bond will be equally and ratably secured by a pledge of the Net Revenues of the System, except as otherwise expressly provided or permitted in or pursuant to the Final Bond Resolution.

The Bonds are issued on parity with the Issuer's Outstanding Bonds (as defined in the Final Bond Resolution), such that the Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Bonds.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at the address appearing on the registration books maintained by the Issuer. Any notice of redemption so mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of this Bond.

Subject to the provisions of the Final Bond Resolution, the Series 2026 Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will (a) fix rates for water and sewer service sufficient to pay the principal of and interest or hardship grant assessment fee in lieu of interest, if any, on this Bond when due, and the principal of and interest or hardship grant assessment fee in lieu of interest, if any, on all other bonds, if any, issued pursuant to the Final Bond Resolution on parity with this Bond, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, (b) collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and (c) set aside a sufficient amount of the Net Revenues of the System to pay the principal of and interest or hardship grant assessment fee in lieu of interest, if any, on this Bond according to the payment terms set forth herein and in the Final Bond Resolution and the principal of and interest or hardship grant assessment fee in lieu of interest, if any, on any other bonds issued on a parity with this Bond.

To the extent and in the respects permitted by the Final Bond Resolution, the Final Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Final Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Final Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Final Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Final Bond Resolution.

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Price City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Final Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that all of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and that a sufficient amount will be set aside into a special fund and account by the Issuer to be used for the payment of the principal of and interest, if any, on this Bond and all other bonds, if any, issued on a parity with this Bond, and that, with the exception of the Outstanding Bonds, the Net Revenues of the System have not been pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all other bonds, if any, issued on a parity with this Bond.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the official seal of the Issuer this ____________, 20__.

PRICE CITY,
CARBON COUNTY, UTAH

By /s/ (Do Not Sign)
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)
City Recorder

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, ______________________________, the undersigned, hereby sells, assigns and transfers unto

____ ________________________ (Tax Identification or Social Security No. _____________) the within Bond and all rights there under and hereby irrevocably constitutes and appoints __________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ____________________

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

Minutes of the Price City Council Workshop
Conference Room 106
September 10, 2025 – 4:00 p.m.

Present:
Mayor Kourianos
Councilmembers:
Councilmember Knott-Jespersen
Councilmember Richardson
Councilmember Willis

Excused: Councilmember Christman, Councilmember Miller

Present: See Public Meeting Sign-In Sheet

Items discussed:

1. Safety Seconds/Councilmember Knott-Jespersen/Stormy weather, keep car maintained, vehicle safety: windshield wipers, headlights, tires, fuel in tank.
2. Mayor's report: Successful Day of Caring, cleaned up Asian Bistro lot, cleanup still ongoing/Removing trees near high school/NRCS-trying to resolve flood issues and identifying new areas.
3. Councilmember report: Knott-Jespersen/Very Successful Bike Race, approximately 4500 people in Price for the event, restaurants, hotels, were prepared for big crowds, water truck used to keep dust down.
4. Councilmember report: Richardson/FMX software and Maintain X software meetings, work orders for Fleet operations, services, etc. Maintain X software user friendly/Peace Garden flower beds need to be redone; Museum would like to plant native plants.
5. Councilmember report: Willis/Price Wellington Canal Co. overwhelmed with flooding issues/Bryner Museum volunteer, Cheyenne Burdick would like to meet with Price City in regards to a partnership with the city in help with keeping the property maintained.

Adjourned: 4:59 p.m.

APPROVED:	ATTEST:
______________________________	______________________________
Michael Kourianos, Mayor	Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah
September 10, 2025

Present:

Mayor Kourianos	Jaci Adams, City Recorder
Councilmembers:	Nick Tatton, Administrative Director
Amy Knott-Jespersen	Miles Nelson, Public Works Director
Tanner Richardson	
Terry Willis	

Excused: Councilmember Christman, Councilmember Miller

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE
Mayor Kourianos called the regular meeting to order at 5:05 p.m. Jimmy Darter, Living Hope Church 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 Knott-Jespersen reminded everyone to keep vehicles maintained such as: headlights, windshield wipers, tires and fuel in tank for unexpected storms

4. GENERAL BUSINESS/DISCUSSION

a. CARBON COUNTY AMBULANCE SERVICES. Consideration and possible approval of a letter of support for Carbon County Ambulance services including cost, quality and access. Justin Needles, Carbon County Emergency Manager will be in attendance to talk about this agenda item.

Justin Needles was in attendance to ask for a letter of support for Carbon County Ambulance services which is up for re licensure. Because of changes with the state law, Carbon County now has to have "buy in" from all of the political subdivisions that are serviced by Carbon County Ambulance.

MOTION.
Councilmember Willis moved to approve a letter of support for Carbon County Ambulance services including cost, quality and access. Councilmember Knott-Jespersen seconded and motion carried.

b. ENGINEERING SERVICES PROJECT 9C-2025 SPRING WATER TRANSMISSION LINE REPLACEMENT. Consideration and possible approval to award the design and construction engineering services for the project to Johansen & Tuttle Engineering/Advanced Engineering & Environmental Services. Four total proposals were received and were extensively reviewed by an internal committee which provided the recommendation.

Miles Nelson, Public Works Director explained the process of the proposals that were received for the project. Jonathan Johansen, Johansen & Tuttle Engineering was present and very appreciative to be awarded the project and they are ready to begin the process.

MOTION.
Councilmember Richardson moved to approve the award to Johansen & Tuttle Engineering/Advanced Engineering & Environmental Services for the design and construction engineering services for Project 9C-2025 Spring Water Transmission Line Replacement. Councilmember Willis seconded and motion carried.

c. ADDENDUM AND TERMINATION OF CONTRACT – PROJECT 20C-2024 NRCS-EWP WOOD HILL DRIVE. Consideration and possible approval of an addendum and termination agreement with B.Hansen Construction. Contractor is unable to complete the project as designed.

Miles Nelson, Public Works Director explained the reason for the addendum and termination of B. Hansen Construction, no money had been paid to them.

MOTION.
Councilmember Knott-Jespersen moved to approve an addendum and termination agreement with B. Hansen Construction for Project 20C-2024 NRCS-EWP Wood Hill Drive. Councilmember Willis seconded and motion carried.

d. NOTICE OF AWARD PROJECT 20C-2024 NRCS-EWP WOODHILL DRIVE. Consideration and possible approval of a notice of award to Perco Rock as contractor for the project. Perco Rock was 2nd in the original bidding process. Total contract amount = $414,469.00.

Miles Nelson, Public Works Director clarified a typo on the agenda only, stating the correct total contract amount was $414,469.00 and not 44,469.00. Also noting that if the notice of award is approved, Perco Rock can start immediately.

MOTION.
Councilmember Knott-Jesperson moved to approve a notice of award to Perco Rock as the contractor for 20C-2024 NRCS-EWP Woodhill Drive project. Councilmember Richardson seconded and motion carried.

e. CLOSED SESSION. Closed session of the Price City Council to discuss one or more closed meeting categories based on UCA 52-4-204: (1) purchase, sale or lease or real property; (2) personnel matters.

Mayor Kourianos asked for a motion to strike agenda item 4.e. closed session from the agenda.

MOTION.
Councilmember Willis moved to strike agenda item 4.e. closed session from the agenda. Councilmember Knott-Jespersen seconded and motion carried.

5. CONSENT AGENDA

MOTION.
Councilmember Knott-Jespersen moved to approve consent agenda items a. thru e. Councilmember Willis seconded and motion carried.

a. MINUTES for 08-26-2025 Special City Council, 08-27-2025 City Council Workshop and City Council.

b. NRCS REQUEST FOR ASSISTANCE LETTER. Consideration and possible approval of a letter requesting assistance from the Natural Resources Conservation Service (NRCS) for potential help with flooding mitigation due to the recent flooding of numerous properties within the Price City.

c. DONATION TO CHRISTMAS TREE REGALIA. Consideration and possible approval of a charitable donation to the 2025 Christmas Tree Regalia Event in Downtown Price. Recommended donation amount of $500.

d. BUSINESS LICENSES. Sticks Stones & Dino Bones at 127 E 100 N for Kathie Chadbourne.

e. TRAVEL REQUESTS. Gage Willow, Basic EVO Training, September 21-26, 2025, Salt Lake City, UT.

6. PUBLIC COMMENTS
No public comment was discussed or reported.

7. UNFINISHED BUSINESS
No unfinished business was discussed or reported.

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

Councilmember Willis moved to closed the regular City Council meeting. Councilmember Richardson seconded and motion carried.

The regular City Council meeting was adjourned at 5:23 p.m.

APPROVED: ATTEST:

____________________________ ____________________________

Michael Kourianos, Mayor Jaci Adams, City Recorder

AGREEMENT

THIS AGREEMENT, made this ______ day of ________________, 20 ___, by and between ___Price City___, hereinafter called "OWNER" and _Perco Rock_ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of ___NRCS-EWP Woodhill Drive Project, 2025___.

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

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within __10__ calendar days after the date of the NOTICE TO PROCEED and will complete the same within __90__ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_414,469.00_, or as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Advertisement For BIDS

   (B) Information For BIDDERS

   (C) BID

   (D) BID BOND

   (E) Agreement

   (F) General Conditions

   (G) SUPPLEMENTAL GENERAL CONDITIONS

   (H) Payment BOND

   (I) Performance BOND

   (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by Johansen & Tuttle Engineering, Inc. numbered G1-000, GI-001, GI-002, CP100, CP101, CP102, CP103, CP104, CP300, CP301, CP302, CP303, CP304, CD500, CD501, CD502, and CD503 dated 2025

(N) SPECIFICATIONS prepared or issued by Johansen & Tuttle Engineering, Inc. , and dated 2025 .

(O) ADDENDA:

No. ________ , dated ________________________________ , 20 ____.

No. _________ , dated ______________________________ , 20 ____.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (__3__) each of which shall be deemed an original on the date above written.

OWNER:

Price City

BY ________________________________

NAME __________________

(Please Type)

TITLE Mayor

ATTEST: _________________________

CONTRACTOR:

____

BY _______________________________

NAME ____________________________

(Please Type)

TITLE ____________________________

ATTEST: _________________________

EIN ______________________________

BID

Proposal of Perco Rock Co (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as a corporation *.
To the Price Municipal Corporation (hereinafter called "OWNER").

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of NRCS-EWP Woodhill Drive Project, 2025 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $ 1,000.00 for each consecutive calendar day thereafter as provided in Section 10 of the Special Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

____

____

____

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICE OR LUMP SUM:

PRICE CITY

WOODHILL DRIVE

EMERGENCY WATERSHED PROJECT

ITEM	SECTION	WORK OR MATERIAL	UNIT	QTY	UNIT PRICE	AMOUNT
1	8	MOBILIZATION	L.S.	1	$ $38,702.00	$ $38,702.00
2	21	EXCAVATION	C.Y.	2285	$ $13.00	$ $29,705.00
3	23	ROCK	C.Y.	95	$ $52.00	$ $4,940.00
4	23	GRANULAR BORROW	C.Y.	1400	$ $20.00	$ $28,000.00
5	32	CONCRETE CHANNEL	L.F.	1,750	$ $152.00	$ $266,000.00
6	32	RAISE MANHOLE	EACH	1	$ $958.00	$ $958.00
7	51	18-INCH PIPE (POLYMERIC COATED)	L.F.	40	$ $234.00	$ $9,360.00
8	51	18-INCH METAL END SECTION (POLYMERIC COATED	EACH	2	$ $2,618.00	$ $5,236.00
9	62	GROUTED ROCK RIP RAP	C.Y.	100	$ $283.00	$ $28,300.00
10	96	RESTORATION	L.S.	1	$ $3,268.00	$ $3,268.00
					TOTAL BID..........................	$ $414,469.00

AWARD WILL BE MADE ON THE TOTAL BID AMOUNT

WHERE EXTENSION ERRORS OCCUR, THE UNIT PRICES SHALL BE USED TO DETERMINE THE AMOUNT.

NRCS WILL NOT PARTICIPATE WITH BID ITEMS #6, #7, #8 AND 800 CUBIC YARDS OF BID ITEM #4, GRANULAR BORROW

Gerald Barber
SIGNATURE

President
TITLE

366576-5501
LICENSE NUMBER

87-0605608
EIN

Cedar City Ut
ADDRESS

6/5/2025
DATE

[illegible] Barber, Estimator
ATTEST

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Perco Rock Co as Principal, and Employers Mutual Casualty Company as as Surety, are hereby held and firmly bound unto Price Municipal Corporation as OWNER in the penal sum of Five Percent (5%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 4th day of June, 20 25.

The Condition of the above obligation is such that whereas the Principal has submitted to Price Municipal Corporation a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NRCS-EWP Woodhill Drive Project, 2025

NOW, THEREFORE.

(a) If said BID shall be rejected, or

(b) If said

BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Perco Rock Co

Donald Barbur (L.S.)

Principal

Employers Mutual Casualty Company

Surety

By:

Taylor J. Wilstead, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TAYLOR J. WILSTEAD

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals

SEAL — ILLINOIS EMCASCO INSURANCE COMPANY, CORPORATE, IOWA
1863 — UNION INSURANCE COMPANY OF PROVIDENCE, INCORPORATED, IOWA
1953 — EMC PROPERTY & CASUALTY CO., INCORPORATED, IOWA
SEAL — EMCASCO INSURANCE COMPANY, CORPORATE, IOWA
SEAL — DAKOTA FIRE INSURANCE COMPANY, CORPORATE, NORTH DAKOTA
SEAL — EMPLOYERS MUTUAL CASUALTY CO., CORPORATE, DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of June , 2025 .

Vice President

7854 (9-22) B031774-NA J3985 911 A 000000 **"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 5th day of September 2025 between Marisa Brady and Scott Slater, (collectively, "Plaintiffs"), on the one hand, and Price City Police Department and Carbon County (collectively, "Defendants"), on the other (the parties collectively, the "Parties").

RECITALS

WHEREAS, Plaintiffs filed a lawsuit against Defendants in the United States District Court for the District of Utah styled *Marisa Brady and Scott Slater v. Price City Police Department and Carbon County*, Case No. 2:24-CV-00469-DAO (the "Action");

WHEREAS, Defendants dispute the merits of the Action and deny any wrongdoing; and

WHEREAS, the Parties wish to avoid the risks, costs, and time of litigating the Action by settling the same and entering into this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants, promises, undertakings, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Consideration.** Within 30 days of the date of this Agreement, Defendants will pay Plaintiffs $2,500 by sending a check to Plaintiffs' counsel, Hepworth Legal, 320 W 500 S, Ste. 200, Bountiful, UT 84010.

2. **Agreement to Resolve All Claims.** This Agreement is made and entered into by the Parties with regard to and with the intention to resolve any and all existing or possible civil and/or administrative actions, causes of action, claims, demands, damages, costs, fees, and expenses of any kind, known or unknown, on account of or in any way arising from or related to the Action. "All Claims" shall be construed in its broadest sense include but is not limited to all existing and future injury or damage claims or causes of action, known or unknown, including but not limited to economic losses, actual damages, pecuniary losses, mental anguish, medical expenses, loss of earning capacity, incidental costs, out-of-pocket expenses, interest, emotional trauma, bodily harm, mental anguish, pain and suffering, constitutional claims, any equitable claims or claims created by any statute, attorneys' fees, costs of court, and any and all other damages, expenses, or claims, that were asserted or could have been asserted by either Party on account of or in any way relating to or arising out of the facts alleged in the Action.

3. **Release of All Claims.** In exchange for the consideration set forth herein, each Party hereby waives, releases, and forever discharges the other Parties, and all persons or entities who were or could have been named in the Action along with their employees, administrators, representatives, affiliates, contractors, contractees, consultants, managers, partners, attorneys,

agents, beneficiaries, successors, predecessors, and assigns ("Releasees"), from All Claims. This release shall be binding on each Party and their agents, representatives, attorneys, heirs, estates, beneficiaries, successors, predecessors, and assigns.

4. **Sufficiency of Consideration.** The Parties acknowledge and expressly agree that the consideration provided is good, valuable, and sufficient consideration to resolve All Claims.

5. **Releases Valid Even with New or Different Facts.** The Parties acknowledge they may discover facts that are additional to or different from those which they now know or believe to be true regarding the subject matter of this Agreement. Nonetheless, except as otherwise provided herein, the Parties intend to fully and finally compromise and settle all claims, counterclaims and defenses that exist or may exist between them. To effectuate the Parties' intentions, the releases given herein shall remain full and complete releases, notwithstanding the discovery of any additional or different facts by any party.

6. **No Release for Breach of this Agreement/Attorney Fees and Costs.** Nothing contained herein shall release any party hereto from any claims, rights, or causes of action arising from or relating to a breach of this Agreement. In the event of litigation arising from or relating to this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs incurred therein.

7. **No Admissions**. Nothing in this Agreement should be taken by any Party to reflect an acknowledgement of any wrongdoing, fault, or liability, all of which is expressly denied.

8. **Dismissal of Action.** The Parties will work together to file a stipulation of dismissal of the Action with prejudice, each party bearing their own attorney fees and costs, within 14 days of the payment of the consideration under this Agreement.

9. **Mutual Cooperation.** The Parties agree to work together cooperatively to effect the terms and provisions of this Agreement.

10. **Opportunity To Consult with Legal Counsel. Legal and Tax Disclaimer.** Each party acknowledges and agrees that no representations or warranties regarding the tax consequences of this agreement have been made by any other party or their attorneys. Each party affirms that they have had the opportunity to seek independent legal and tax advice. Each party is solely responsible for any tax obligations or consequences arising from this agreement and related orders.

11. **Authority.** The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. In the event that either party has

actually or purportedly sold, assigned, conveyed, or transferred any claim or other matter herein released, that Party shall fully indemnify, defend, and hold harmless the released Party from and against any loss, cost, claim, or expense (including, but not limited to, all costs related to defense of any action including reasonable attorneys' fees) based upon, arising out of, or occurring as a result of any such sale, assignment, conveyance, or transfer.

12. **No Other Representations.** The Parties acknowledge that no party or agent, nor the mediator, has made any promise or representation whatsoever, express or implied, concerning the subject matter of this Agreement, or to induce the execution of this Agreement, that is not expressly set forth herein. It is further acknowledged that no party to this Agreement has relied upon any representation or omission made by any other party regarding any aspect of the other's claims, including but not limited to the nature, extent, or duration of any damages or injuries suffered, or the legal liability therefor.

13. **Entire Agreement**. The Parties agree that this Agreement contains the entire agreement between the Parties and supersedes all prior agreements, that the Parties' agreement may not be modified except by a written amendment signed by all Parties, and that the Agreement supersedes all prior understandings and agreements, if any.

14. **Construction**. The terms of this Agreement are the result of mutual negotiation of the Parties, and each Party had the opportunity to have counsel review this Agreement before its execution. Accordingly, no Party shall have ambiguities within the Agreement, if any, construed against them.

15. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Agreement will not be affected or impaired thereby unless doing so destroys the essential purpose of the Agreement.

16. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Depending on the subject matter of any dispute hereafter, Venue shall lie in either the Third Judicial District Court of Salt Lake County, Utah, or the Third Judicial District Court of Salt Lake County, Utah, as applicable.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed and effective on the date and year first written above of his/her/its own free will and accord.

Date: 09 / 11 / 2025

Marisa Brady

Date: 09 / 11 / 2025

Scott Slater

Date:

Price City
By: Mike Kourianos
Its: Mayor

Date:

Carbon County
By: Larry Jensen
Its: Chairman of the Carbon County Board of Commissioners

Title	Settlement Agreement
File name	20250905_Settleme...sa_Brady___1_.pdf
Document ID	fa694193fcfa8cb99600f46a5d37eb61c444a9b1
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**09 / 11 / 2025** 14:39:00 UTC-6	Sent for signature to Scott Slater (swslater@protonmail.com) and Marisa Brady (marisa.slater21@gmail.com) from kgomez@hepworthlegal.com IP: 104.254.200.160
VIEWED	**09 / 11 / 2025** 14:42:11 UTC-6	Viewed by Scott Slater (swslater@protonmail.com) IP: 45.13.235.199
E-SIGN DISCLOSURE ACCEPTED	**09 / 11 / 2025** 14:42:20 UTC-6	Electronic record and signature disclosure accepted by (swslater@protonmail.com) IP: 45.13.235.199 GUID: c8daddff79034699310de0013b82383f1da11e61
SIGNED	**09 / 11 / 2025** 14:43:00 UTC-6	Signed by Scott Slater (swslater@protonmail.com) IP: 45.13.235.199
VIEWED	**09 / 11 / 2025** 16:04:48 UTC-6	Viewed by Marisa Brady (marisa.slater21@gmail.com) IP: 207.204.61.248

Title	Settlement Agreement
File name	20250905_Settleme...sa_Brady___1_.pdf
Document ID	fa694193fcfa8cb99600f46a5d37eb61c444a9b1
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

E-SIGN DISCLOSURE ACCEPTED	**09 / 11 / 2025** 16:05:29 UTC-6	Electronic record and signature disclosure accepted by (marisa.slater21@gmail.com) IP: 207.204.61.248 GUID: e98dd316ece9942bc3fb610224477a8c65b7845b
SIGNED	**09 / 11 / 2025** 16:05:52 UTC-6	Signed by Marisa Brady (marisa.slater21@gmail.com) IP: 207.204.61.248
COMPLETED	**09 / 11 / 2025** 16:05:52 UTC-6	The document has been completed.

State of Utah

Utah Commission on Criminal & Juvenile Justice

Utah State Capitol Complex x.
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024

SCIP- Byrne State Crisis Intervention Program

CCJJ Grant # **23S04**

iii. This sub-award is funded by the 2022 Utah SCIP Award #	**15PBJA-23-GG-00036-BSCI**	xi. CFDA #	**16.738**
iv. Federal Award Date (start/end) **10-1-2022 to 9-30-26**	viii. Federal Award Amount		**$2,421,967**
ix. Date Entered in FFATA sub-awards of $30k or more only)	**ENTERED BY GRANT MANAGER ONLY**		
xii. Does subaward project fund Research and Development? (Yes /No)	**No**		

i. **1.** Your Agency Name and Address:

Price City Police Department
910 N 700 E
Price, Utah 84501-1958

2. Agency Contact (Grant Project Director):	**Brandon Ratcliffe**
3. Phone Number:	**435.636.3002**
4. E-mail Address:	**brandonr@priceutah.net**
v. **5.** Grant Start Date and End Date:	**October 1, 2025 – September 30, 2026**
6. Federal Tax Identification Number (87-?????):	**87-60000265**
ii. **7.** Provide your Agency **UEI - (Unique Entity Identifier)** # here:	**E35ZBJATWR45**

8. INDIRECT COSTS - More information on indirect costs can be found page 10 (condition # 28) of this application.

Please CHECK only ONE: a) _X_ NO, We waive indirect costs; **b)** ___ YES, MTDC Rate (___%); **c)** ___ YES, Request 10% minimum

xiii. If you selected **b** or **c** in box **8** (above), then please provide your agency federally approved indirect cost here: **N/A**

9. Application Budget Summary: *Note: This grant will have a budget amendment each fiscal year for the 36-month agreement. The following budget is for Fiscal Year 2024.

Personnel:	**$20,000.00**
Fringe Benefits:	**$0.00**
Equipment, Supplies and Operating (ESO):	**$52,673.07**
Contract Services:	**$0.00**
Travel and Training:	**$0.00**
Indirect Costs:	**$0.00**
Column Totals:	**$72,673.07**

Signature in line 11 indicates acceptance of the application narrative, budget, certified assurances, and grant conditions.

10. *Print Name and Title of Official Authorized to Sign	**11.** *Signature of Official Authorized to Sign *(Official authorized to sign includes: City/County Mayor, Manager or Commissioner.*
Mayor – Michael Kourianos	

For CCJJ use ONLY

Tom Ross, Executive Director of CCJJ	

* Official authorized to sign includes City/County Mayor, Manager or Commissioner, Agency Director or President

Please address each of the following bullet points in your application (limit to no more than 8 pages):

Strategy to Address the Problem (Project Deliverables): How will you use funding from this grant to address the problem(s) you have identified?

The primary problem for law enforcement as it relates to this grant is safely securing, storing, tracking, and returning relinquished guns held for safekeeping. However, that problem is a result of a much greater problem, and that is education, promoting, and providing resources for those struggling with mental health or living with those struggling with mental health. Marketing is also very important and necessary to reach the maximum amount of people possible to spread education, information, and pass on resources.

Mental health struggles to include suicide are significant concerns in rural communities such as ours due to the unique challenges and characteristics that influence the prevalence and management of these problems. Mental health disorders are prevalent in rural areas even with rates likely being misleading due to underdiagnosis and lack of reporting. Suicide rates are often higher in rural areas due to isolation, limited access to mental health care, and the stigma associated with mental health issues. Currently, Carbon County is listed as a Fourth-Class County with a population of just over 20,000 residents. Price City is listed as a Fourth-Class city with a population of less than 10,000, both numbers listed above are according to the 2020 Census.

The only listed areas that are considered Safe Harbor locations within Carbon County is East Carbon Police Department and Price City Police Department. That leaves citizens who live in the unincorporated areas of Carbon County, and the cities of Wellington and Helper, without having easy access to a Safe Harbor location.

The first problem we'll need to solve is the proper securing, storing, tracking, and returning of relinquished guns held for safekeeping. Currently, the Price City Police Department has nearly 200 firearms stored as safekeeping and/or evidence. We do not currently have the ability to separate the firearms by where they are stored and for what reasons. The firearms are all located in a small 8x8 concrete room, either in boxes or with identifying tags, and surrounded by dozens of other pieces of evidence. All the firearms are kept as orderly as possible given our limited space but we are extremely limited in how these firearms are stored due to the excessively large inventory being held in a small area. To solve this problem, we are asking for funds to purchase several large gun safes, large number of gun evidence boxes, and gun-warning stickers to assist in separating the safekeeping firearms away from the evidence firearms seized. The safes would also be designated for certain jurisdictions. To assist those citizens who don't live in East Carbon or Price City, we will have designated safe(s) for those citizens in the jurisdictions of Wellington, Helper, and unincorporated areas of Carbon County. Individuals will fill out a Price City Police Safe Harbor Request for their firearms and those forms will be stored in a secure location to assist us in being able to track the number of firearms as well as frequency of this resource being offered.

Price City Police recently switched to a new report management system that allows us to document and track the firearms we take as safekeeping or evidence, as well as when we release them. However, we do not have a designated evidence technician to assist with the proper storage and organization, nor to transfer all the current firearm evidence and safekeeping items to the new report management system, which will be a daunting task. We would additionally like to receive funding to hire a part-time, 1,000-hour employee, to assist in implementation of safe storage, assist in legal compliance and mental health considerations, responsibly release firearms, and boost opportunities for community engagement.

The second problem we will look to solve is when the firearms are returned, the ability for those individuals to properly and safely secure their firearms. This will be done by providing gun locks for each gun that is returned. Along with the return of the firearms with new locks, educational materials, flyers, and/or pamphlets regarding additional resources and education will be provided.

The biggest problem we will look to solve is spreading the information of the resources available as it relates to the Safe Harbor Law and the voluntary commitment of a firearm(s) by citizens in our communities. Along with that comes the ability to not only educate our citizens regarding this option in their community but to also provide education and resources on mental health resources in general. Price City Police maintains an ongoing positive relationship with our mental health community which includes our local Suicide Prevention Specialist with Four Corners Behavioral Health.

Price City Police will purchase a community engagement tent in order to attend community events, partnering with Four Corners Behavioral Health, to provide education, resources, gunlocks, and other materials to those surrounding the voluntary commitment of a firearm for safekeeping as well as additional mental health resources. In addition to attending community events, education through the local radio station, billboard promotions regarding gun safety, Safe Harbor, and/or mental health awareness, as well as educational resources, pamphlets, and other materials will be spread through our community promoting gun safety, education, and mental health awareness.

The last issue to try and address is to provide an independent and anonymous mental health resource which would not only provide mental health resources to those in our community but also be able to track mental health assessments of people in our community. This would be done through a partnership with Man Therapy, an interactive men's mental health digital platform.

We know that approximately 78% of all suicides are working-age men and we also know that firearms are the overwhelming majority of modality of choice to commit suicide. We also know that men are less likely than women to seek therapy. Man Therapy incorporates humor into messaging specifically for men for self-help seeking behaviors on a myriad of topics, to include gun safety, suicide prevention, depression, and many others.

Being able to partner with Man Therapy could assist us in creating some powerful messaging and educational opportunity that would also be a unique approach to tackling an issue that our community desperately needs, especially considering Carbon County is primarily made up of coal miners, power plant workers, and truck drivers.

According to research from case studies of Man Therapy's online usage, states 51% of people agreed or strongly agreed they were more likely to seek help after visiting ManTherapy.org, 73% said the Head Inspection (assessment) helped direct them to the appropriate resources online, and 83% of users would recommend Man Therapy to a friend in need. Between July 2012 and March 2022, the amount of website users has been over 1.2 million and, in that time, over 350,000 "Head Inspections" completed (assessments), and over 40,000 clicks to immediate crisis lines.

Although Man Therapy is designed for "men's mental health," women can also directly and indirectly benefit from its efforts to destigmatize mental health and encourage help-seeking behavior in men, and themselves.

To summarize, we are looking to purchase gun evidence boxes, firearm warning labels, gun locks gun safes, and hire a limited hour employee to assist us in the proper securing, storing, tracking, and returning relinquished guns held for safekeeping.

We are looking to purchase a community engagement pop-up tent with a backdrop and table covers with our logo to use at community events with our community partner, Four Corners Behavioral Health, to spread education and awareness of Safe Harbor laws and voluntary commitment of firearms, as well as firearm safety and mental health awareness. We are looking to purchase billboard space and advertisements as well as radio advertising space to help promote these issues on a larger scale as well as money to design, print, and copy educational resources and pamphlets as it relates to these topics.

Lastly, we are looking to form a partnership with Man Therapy to assist us in creating powerful messaging and educational opportunities to those in our community that utilizes humor into messaging to spread awareness into suicide prevention, gun safety, and many other mental health awareness topics.

Please provide three or more measurable, quantitative objectives along with quarterly and annual targets for each. Once these measures and targets are finalized in this application, they will become part of your quarterly reporting requirements for this grant.

1. We would like to increase awareness of the Voluntary Commitment of a Firearm Statute which could be tracked by the number of firearms voluntarily committed. Our objective would be to increase the number of firearms committed during each quarter.

2. We would like to be able to properly transfer all current firearms in our possession to properly stored locations, and in the new report management system. We believe that once someone is hired, we will be able to get this done within a 6 to 9 month time frame.

3. Through a partnership with Man Therapy, we would like to see a consistent percentage increase in the amount of engagement, assessments, and usage of the online therapy website.

Complete the Budget Tables page by including cost and quantity of items to be purchased. Within each budget category, you must provide a brief narrative description of the items and explain how they will benefit your grant project.

PERSONNEL

Any employee to be paid from this grant must be a new hire for your organization and add to the total number of employees for your organization. Hiring a new employee with SCIP funding and then reducing your staff because of the SCIP paid position is not allowable. *Salaries may not exceed those normally paid* for comparable positions in the unit of government associated with the project. The hourly rate for personnel salaries can be determined based on 8 hours per day, 40 hours per week, 173.33 hours per month, or 2,088 hours per year. Paid vacation and sick leave are allowable expenditures but *must not exceed the time that is normally allowed by the unit of government* associated with the project. All leave earned must be used or paid during the period of the grant.

Name	Title	FTE/PTE	# Hours	Hourly Rate	Total Salary
TBD	Evidence Technician		1,000	$20.00	$20,000.00
				Salary Subtotal	**$20,000.00**

– Attach additional pages for personnel information if needed:

EMPLOYER'S SHARE OF FRINGE BENEFITS

Fringe benefits are to be based on the employer's share only. Enter the percentage of monthly rate for each fringe benefit, the total wage amount, the number of months, if applicable, and the total amount of the employer's share of benefits. Fringe benefit base wage amounts for part-time employees must be prorated according to the percentage of total time spent with each employer. "FICA," "Pension," "Health Insurance," "Workers Compensation," and "Unemployment Compensation" are matters that should be reviewed by the applicant's fiscal or personnel officer before completing this part of the application.

Fringe Benefits	% or Monthly Rate	Eligible Wage Amount or Number of Months	Total Fringe Benefits
FICA			
Pension/Medicare			
Health Insurance			
Worker's Comp			
Unemployment Comp			
401K			
		Fringe Subtotal	$0.00

Personnel Narrative:
Position will be offered as a part-time position only, not allowing the employee to work 40 or more hours per week, to prevent the need of providing any fringe benefits

PERSONNEL SALARIES AND FRINGE BENEFITS	
Total Personnel Costs	$20,000.00

CONTRACT SERVICES

Persons with specialized skills who are not on the payroll are considered consultants. **When a consultant is known, a resume listing the consultant's qualifications and contract must accompany the application.** However, if the position is vacant and the project receives funding, this information must be forwarded to the Commission when a contract with the consultant is signed. All procurement transactions, whether negotiated or competitively bid without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition. Describe the procedure to be used in acquiring the consultant (i.e., small purchase procedures, competitively sealed bids, non-competitive negotiation, etc.). **Fee justification must be provided in the budget narrative. Any contract services requests that exceed $250,000 will require additional federal approval before CCJJ can approve this grant award. Also be sure to provide CCJJ with copies of your executed contract for any contract service paid with this funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Contractor Name	Services to be Provided	# of Hours	Hourly Rate	Total Cost

Contract Narrative:

CONTRACT SERVICES	
Total Contract Costs	$0.00

EQUIPMENT

Equipment is tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A recipient may use its own definition of equipment provided that such definition would at least include all equipment defined above. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide a maximum open and free competition. A competitive sealed bid process must be conducted. Sole source contracts must be approved by the Commission prior to being awarded. **Unmanned Aerial Vehicles (UAV's) cannot be purchased with SCIP funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Equipment Narrative: N/A

EQUIPMENT	
Total Equipment Costs	$0

SUPPLIES AND OPERATION

Supplies include general office supplies, cleaning, maintenance costs, training materials, books and subscriptions, research forms, postage stamps, operating expenses, and other expendable materials for the life of the project. All supply purchases covered by this grant must be necessary for the project to achieve its goals and objectives. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide a maximum open and free competition. Purchases between $1,000 and $5,000: Quotes should be obtained (by phone, fax or letter) from at least two vendors. Awards must be made to vendor submitting the lowest quote meeting the minimum specifications and required delivery date. Purchases exceeding $5,000: A competitive sealed bid process must be conducted. Sole source contracts must be approved by the Commission prior to being awarded. **Unmanned Aerial Vehicles (UAV's) cannot be purchased with SCIP funding. Any single item costing $500,000 or more must receive prior federal written approval.**

Supplies and Operation Narrative:

Long Gun Evidence Boxes – Set of 25 x 10 at $88.83 = $888.30
Handgun Evidence Boxes – Set of 25 x 10 at $49.57 = $495.70
Firearms Warning Label – Set of 100 x 4 at $11.28 = $45.12

Firearm Safety Device 14" Combo Cable Gun Lock – Set of 3 x 50 at $34.48 = $1,724.00
Cable Gun Lock for Handguns and Long Guns (Key) – Set of 80 x 10 at $253.99 = $2,539.90
Liberty USA 50 Gun Safe – 5 at $2,499.00 = $12,495.00
TentCraft Community Engagement Pop-Up Tent w/ Logo, Backdrop, Table Covers: $4,376.00
Freight & Shipping of Tent: $809.05
Billboard Advertisement Image: $750 x 2 = $1,500.00
Billboard Placement and Advertising Costs: $4,800.00 / year
Radio Advertising and Promotions: $3,000 / year
Design, Print, Copy of Educational Resources, Pamphlets: $4,500.00
***Man Therapy Mental Health Campaign Partnership: $15,000.00
Any additional possible shipping charges: $500.00

Total: $52,673.07

The amount listed is likely not the amount it will cost. I know they will work with smaller populated areas and non-profits for much less so that number could likely come down unless we wanted to utilize services for longer than just one year

SUPPLIES AND OPERATION	
Total Supplies and Operation Costs	$52,673.07

TRAVEL AND TRAINING

Briefly describe the Travel/Training costs you will pay for with SCIP funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. Travel costs (including per diem) must follow state of Utah rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: https://finance.utah.gov/state-travel-a-2/

Travel and Training Narrative: N/A

TRAVEL AND TRAINING	
Total Travel and Training Costs	$0.00

TOTAL GRANT BUDGET	$72,173.07

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FFY 2022-2023

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised – September 2025

CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice - Bureau of Justice Assistance (BJA), **will not supplant State or local funds.** Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation for the subgrantee.

3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates (Now Using GSA): https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&city=&fiscal_year=2025&state=UT&zip=

The only exception to this policy is **personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to each individual agency's personnel policies.*

4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the **JAG** grant program and all other applicable Federal laws, regulations, and guidelines.

5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Nondiscriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.

6. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, religion, national origin, disability, sexual orientation or gender identity against a recipient of funds, the recipient will forward a copy of the findings to the CCJJ.

7. Subgrantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis
of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

8. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - https://www.govinfo.gov/app/details/CFR-2012-title28-vol1/CFR-2012-title28-vol1-part30/context; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal

Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Flood plan Management and Wetland Protection Procedures.

9. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

10. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

11. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier number. The details of recipient obligations are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/sam (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of "Postaward Requirements" in the 2022 DOJ Grants Financial Guide).

13. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

14. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg. 51225 (October 1, 2009), the Department of Justice encourages sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

STANDARD ASSURANCES (Federal)

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e));

section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with 2 CFR part 200, subpart F, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send CCJJ a verification letter to confirm grant payments**.

4. UTILIZATION AND PAYMENT OF FUNDS

Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by CCJJ. The subgrantee agrees to return to the CCJJ all unexpended Federal funds provided hereunder to the CCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS

Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of **$650 per day**. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. EXPENSES NOT ALLOWABLE

Project funds may not be expended for: **(a) items not part of the approved budget** or separately approved by CCJJ; (b) the purchase of land; or (c) construction projects. **If the proposed cumulative change is greater than 10% of the total award amount, this will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT

CCJJ, the Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@. The 2022 DOJ Grants Financial Guide is available in print or through the internet at: 2022 DOJ Financial Grants Guide

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by CCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJJ.

11. MAINTENANCE OF RECORDS

For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least eight (8) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) the proposed cumulative change is greater than 10% of the total award amount.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJJ.

Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

> **"This project was supported by Grant No 15PBJA-23-GG-00036-BSCI awarded by the Bureau of Justice Assistance.**

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

15. WRITTEN DESCRIPTIONS OF PROGRAMS

The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, the subgrantee receiving Federal funds **shall clearly state (a) the percentage of the total cost of the program or project that will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.**

16. CONFLICT OF INTEREST

The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR

There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION

Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

19. RELEASE OF INFORMATION

All records, papers and other documents kept by recipients of CCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJJ or the BJA. These records and other documents submitted to CCJJ or the BJA pursuant to application for funds, are required to be made available to CCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME

All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY

The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. COPYRIGHTS AND RIGHTS IN DATA

Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting date in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS

If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Administrator, or his duly authorized representative, shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:
No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program.
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at

http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

28. INDIRECT COST RATE

The new Federal Uniform Guideline allows for Indirect Costs to be charged by subgrantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Federally Negotiated Indirect Cost Rate: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then you may:

a. Request indirect costs at the fully negotiated rate.
b. Request an indirect cost rate at less than the negotiated rate.
c. Request NO indirect cost.

Proof of the negotiated rate must be submitted with the grant application.

10% de Minimis Rate: If a subgrantee does not have a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, the Guideline allows the subgrantee to request:

a. Request the full 10% rate.
b. Request a rate less than 10%.
c. Request No indirect cost.

Request NO Indirect Cost: If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements. It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than $35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a *subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.*

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

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 the $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.

(3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.

(4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 applicant must complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year; **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

- Grant Name: **FY 2022- 2023 Byrne State Crisis Intervention Program**
- Federal Grantor Agency: **U.S. Department of Justice - Bureau of Justice Assistance**
- Federal Grantor Number: **15PBJA-23-GG-00036-BSCI**
- Federal CFDA Number: **16.738**

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about--

- The dangers of drug abuse in the workplace;
- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- Taking appropriate personnel action against such an employee, up to and including termination; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: Price City Police Department
- Number of Persons Employed Your Agency: 21
- Federal Funds Requested with this Application: $72,673.07

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of $25,000 or more. If the agency receives $25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). EEOP Certification must be submitted electronically through OJP's EEO Reporter Tool, available at https://ojp.gov/about/ocr/eeop.htm.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at:
http://www.ojp.usdoj.gov/about/offices/ocr.htm

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training:
https://prezi.com/view/pq6Ri9xleHsqt03J7BHw/

Procedures for Responding to Discrimination Complaints:
https://docs.google.com/document/d/e/2PACX-1vTzknQZD8tLGWwLshV2M7OZJDz9MxgvJrMi20B1kp8c7lZHkHSZSgT_i3Q_oC2Alx24Sc7lDKXfMyjP/pub

This contract is for grant funding that the State of Utah, Commission on Criminal and Juvenile Justice, (CCJJ) administers that originates from the United States Department of Justice, Bureau of Justice Assistance (State Crisis Intervention Program). To continue program activities designed to maintain public safety services, CCJJ has determined that it will proceed with this agreement. CCJJ anticipates that new grant guidance may be issued in 2025 to reflect the DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from this solicitation. CCJJ will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or cancelled.

By my signature below, I attest that I fully understand that if awarded funding pursuant to this solicitation, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

Signature of Authorized Official: ______________________________ Date: _________________

RATIFICATION

Application Cover Page

State of Utah

UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE

Utah State Capitol Complex
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024

JAG - Local Law Enforcement Block Grant (JAG - LLEBG) CCJJ Grant # **24A162**

For CCJJ Use ONLY

This sub-award is funded by the 2024 Utah JAG Award #	**15PBJA-24-GG-04291-JAGX**	CFDA #	**16.738**
Federal Award Date (start/end)	**10-1-2023 to 9-30-2027**	Federal Award Amount	**$1,696,364**
Date Entered in FFATA (sub-awards of $30k or more only)	**N/A**		
Does subaward project fund Research and Development? (Yes /No)	**No**		

1. Your Agency Name and Address: **(Applicants, please fill out the information requested below in items 1 through 11 of the Cover Page)**

Price City Police Department
910 N 700 E
Price, UT 84501

2. Agency Contact (Grant Project Director):	**Brandon Ratcliffe**
3. Phone Number:	**435.636.3190**
4. E-mail Address:	**brandonr@priceutah.gov**
5. Grant Start Date and End Date:	**October 1, 2025 through March 31, 2026**
6. Federal Tax Identification Number (87-?????):	**87-60000625**
7. Provide your Agency **UEI - (Unique Entity Identifier)** # here:	**E35ZBJATWR45**

8. INDIRECT COSTS - More information on indirect costs can be found page 10 (condition # 28) of this application.
Please CHECK only ONE: a) _X_ NO, We waive indirect costs; **b)** ___ YES, MTDC Rate (___%); **c)** ___ YES, Request 10% minimum

If you selected **b** or **c** in box **8** (above), then please provide your agency federally approved indirect cost here:	**N/A**

9. Application Budget Summary:

Equipment, Supplies and Operating (ESO):	**$4,500.00**
Travel and Training:	**$0.00**
Indirect Costs	**$0.00**
Total Grant Funds:	**$4,500.00**

Signature in line 11 indicates acceptance of the application narrative, budget, certified assurances and grant conditions.

10. *Print Name and Title of Official Authorized to Sign Mayor Michael Kourianos	**11.** *Signature of Official Authorized to Sign *(Official authorized to sign includes: City/County Mayor, Manager or Commissioner.* Michael Kourianos

For CCJJ Use ONLY

Tom Ross, **Executive Director of CCJJ**	

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (***FYI.*** *ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies).*
RAM Laptop Mount for F-150, Shipping, & Install: $800.00 **Single Prisoner Transport System for F-150, Shipping, & Install: $3,700.00** ***We have a F-150 that is being put into service from previously being an undercover vehicle. Vehicle just needs to be outfitted with a laptop stand and prisoner transport partition***

A - Total Grant Funds Requested for	$4,500.00

B - Travel/Training - If you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (***FYI.*** *Travel costs must follow state of Utah travel rates unless your agency's travel rates are more restrictive.* See State of Utah Travel Rates (Now Using GSA Rates): https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&city=&fiscal_year=2025&state=UT&zip=

B - Total Grant Funds Requested for Travel/Training =	$0
Total Grant Funds Requested (A + B) =	$4,500.00

APPENDIX 1

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS
FFY 2025

Utah Commission on Criminal and Juvenile Justice (CCJJ) Administered Federal Awards

Revised – July 2025

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under CCJJ administered federal funds authorized by Congress and administered by the U.S. Department of Justice – Bureau of Justice Assistance (BJA), **will not supplant State or local funds.** Federal funds must be used to supplement existing funds for program activities and not replace those funds that have been appropriated for the same purpose.

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Commission on Criminal and Juvenile Justice (CCJJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from CCJJ. Additionally, the applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as CCJJ may require. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation for the sub-grantee.

3. The applicant assures that it will comply with State of Utah travel rates and policies unless the grantee's home agency rates are more restrictive. Furthermore, the applicant assures that it will have and comply with written policies regarding personnel, purchasing supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds.* If the applicant does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.

See State of Utah Travel Rates (Now Using GSA): https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&city=&fiscal_year=2025&state=UT&zip=

The only exception to this policy is **personnel expenditures when the applicant agency is acting as a fiduciary in a single grant serving two or more independent agencies. According to the Fair Labor Standards Act, personnel costs including **overtime** must be paid according to each individual agency's personnel policies.*

4. The applicant certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the applicant will comply with all provisions of the **JAG** grant program and all other applicable Federal laws, regulations, and guidelines.

5. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Violence Against Women Reauthorization Act of 2013; the Department of Justice Non-discriminating Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60. 1 et. seq., as applicable to construction contracts.

6. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, religion, national origin, disability, sexual orientation or gender identity against a recipient of funds, the recipient will forward a copy of the findings to the CCJJ.

7. Sub-grantees should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

8. The applicant assures that it will comply with the provision of 28 CFR applicable to grants and cooperative agreements, including Part 200 of Title 2 Grants and Agreements, Office of Management and Budget Guidance for Grants and Agreements, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/ Title02/2cfr200_main_02.tpl; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies (For more information on 28 CFR Part 23 - https://www.govinfo.gov/app/details/CFR-2012-title28-vol1/CFR-2012-title28-vol1-part30/context; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63 Floodplain Management and Wetland Protection Procedures.

9. No subgrantee, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

10. The subgrantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has – (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Washington, DC 20530; e-mail: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800)869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

11. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The subgrantee also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier number. The details of recipient obligations are posted on the Office of Justice Programs website at https://www.ojp.gov/funding/explore/sam (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appear in the DOJ Grants Financial Guide (currently as section 3.10 of "Postaward Requirements" in the DOJ Grants Financial Guide).

13. The subgrantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

14. The applicant assures that it will comply with the provisions of 23 USC sections 402, 403 and 29 USC section 668 wherein any recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed Reg. 51225 (October 1, 2009), the Department of Justice encourages sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

STANDARD ASSURANCES (Federal):

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application-

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award.
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally assisted programs; and

b. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

GRANT CONDITIONS:

1. COMPENSATION AND METHOD OF PAYMENT

The Utah Commission on Criminal and Juvenile Justice (CCJJ) will **reimburse** the subgrantee for the federal share of approved program expenditures on a monthly or quarterly basis as financial status reports are submitted and approved up to the amount of approved federal expenditures.

2. REPORTS

The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as CCJJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, and quarterly Performance Measure data. Performance Measures are mandatory and will be provided to the subgrantee by CCJJ. All reports are to be submitted to CCJJ no more than 25 days following the end of each calendar quarter. Subgrantees will have up to 90 days past the closing date of their grant award to submit a final FSR.

3. AUDIT REPORTS

Subgrantees are to have annual examinations in the form of audits. These audits will be **submitted to CCJJ with any Management Letters no less than one month after completion** of the audit. Local governments have **180 days** after the end of their fiscal year to complete their audits while all other subgrantees have **nine months** to complete their audit. The audits must conform with 2 CFR part 200, subpart F, and **contain grant information in the Schedule of Federal Financial Assistance**. During the audit process, either the subgrantee or the auditor will **send CCJJ a verification letter to confirm grant payments**.

4. UTILIZATION AND PAYMENT OF FUNDS

Funds awarded are to be expended only for purposes and activities covered by subgrantee's approved project activities and budget. Project funds will be made available in accordance with provisions as prescribed by CCJJ. The subgrantee agrees to return to the CCJJ all unexpended Federal funds provided hereunder to the CCJJ within 60 days of termination of the subgrant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.

5. OBLIGATION OF GRANT FUNDS

Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

6. CONSULTANT RATE

Approval of a subgrantee award does not indicate approval of any consultant rate in excess of **$650 per day**. A detailed justification must be submitted to and approved by CCJJ prior to obligation or expenditure of such funds.

7. [illegible]

Project funds may not be expended for (a) **items not part of the approved budget** or separately approved by CCJJ, (b) the purchase of land, or (c) construction projects. **If the proposed cumulative change is greater than 10% of the total award amount, this will be permitted only with CCJJ's prior written approval.**

8. TERMINATION OF AID

If through any cause the subgrantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the subgrant agreement, or substantially fails to comply with the Violent Crime Control and Law Enforcement Act of 1994 and any regulations promulgated under these laws, as determined by the CCJJ, then the CCJJ shall have the right to terminate the subgrant agreement or to suspend fund payments by giving written notice to the subgrantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action. In such event, all finished and unfinished documents, data studies, surveys, drawings, maps, models, photographs and reports prepared by or on behalf of the subgrantee under the subgrant agreement shall at the option of the CCJJ, become its property, and the subgrantee shall be entitled to receive just and equitable reimbursement of any work satisfactorily completed under the subgrant agreement.

9. INSPECTION AND AUDIT

CCJJ, the Department of Justice, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors as provided for in P.L. 90-351 as amended, P.L. 99-570, and the Office of Justice Programs' "Financial Guide@. The 2017 DOJ Grants Financial Guide is available in print or through the internet at: https://www.justice.gov/ovw/file/1030311/download

10. PERSONAL PROPERTY

The subgrantee shall retain any nonexpendable personal property acquired with subgrant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by CCJJ subgrant funds. When there is no longer a need for the property to accomplish the purpose of the program, the subgrantee shall request property disposition instructions from the CCJJ.

11. MAINTENANCE OF RECORDS

For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to subgrants or contracts shall be retained for at least eight (8) years after the close of the federal award from which the subgrantee's award was funded.

12. WRITTEN APPROVAL OF CHANGES

Subgrantees must obtain prior written approval from CCJJ for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) the proposed cumulative change is greater than 10% of the total award amount.

13. THIRD PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee for execution of project activities or provision of services that is not incorporated in the approved proposal or approved in advance by CCJJ. Any such arrangement shall provide that the subgrantee will retain ultimate control and responsibility for the subgrant project and that the subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. **CCJJ shall be provided with a copy of all such contracts and agreements entered into by subgrantees.**

14. PUBLICATIONS

The subgrantee agrees to submit to CCJJ for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No 15PBJA-21-GG-00290-JAGX awarded by the Bureau of Justice Assistance.

All published material and written reports submitted under grants or in conjunction with contracts under grants must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

15. WRITTEN DESCRIPTION OF PROGRAMS
The subgrantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with Federal money, the subgrantee receiving Federal funds **shall clearly state (a) the percentage of the total cost of the program or project that will be financed with Federal money, and (b) the dollar amount of Federal funds for the project or program.**

16. CONFLICT OF INTEREST
The subgrantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity is presently, nor during the life of this contract shall be, officers or employees of CCJJ, provided that if such persons are or become officers or employees of CCJJ they must disqualify this application and any future discussions concerning the entity making this application.

17. PROJECT DIRECTOR
There shall at all times during the life of the subgrant agreement be an individual appointed by the subgrantee as "Program Director." This individual will be responsible for program planning, operation, reporting and administration under the subgrant agreement.

18. CONFIDENTIALITY OF RESEARCH INFORMATION
Pursuant to Section 229 of the Justice System Improvements Act of 1979, research information identifiable to an individual, that was obtained through a program funded wholly or in part with BJA funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding. 28 CFR Part 22.

19. RELEASE OF INFORMATION
All records, papers and other documents kept by recipients of CCJJ or BJA funds, their subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the CCJJ or the BJA. These records and other documents submitted to CCJJ or the BJA pursuant to application for funds, are required to be made available to CCJJ or the BJA under the terms and conditions of the Federal Freedom of Information Act, 5 U.S.C. 552.

20. PROGRAM INCOME
All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, taskforce participating agency contributions, interest income from program income, etc.) shall be deemed program income and must be tracked. Whenever possible, program income is to be used to offset grant expenses. All other program income will remain with the project or be used to reduce projects costs. Program income is subject to the same requirements as Federal grant and match monies. In the event of a subgrantee's grant project concluding for any cause, the final disposition of any and all remaining balance(s) from program income shall be left to the discretion of CCJJ as the State Administrative Agency of the grant program.

21. POLITICAL ACTIVITY
The restrictions of the Hatch Act, P.L. 93-443, 5 U.S.C. Chapter 73, Subchapter III (as amended), concerning the political activity of government employees are applicable to state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such State and local government employees may take an active part in political management and campaigns except they may not be candidates for office.

22. COPYRIGHTS AND RIGHTS IN DATA
Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting date in any form), the government has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the grantee may copyright such, but the government reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

23. PATENTS
If any discovery or invention arises or is developed in course of, or as result of work performed under this grant, the subgrantee shall refer the discovery or invention to the BJA. The subgrantee hereby agrees that determination of rights to inventions made under this grant shall be made by the Administrator of BJA or his duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination

of the Administrator or his duly authorized representative will not be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the Government shall acquire at least an irrevocable non-exclusive royalty free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this subgrant.

24. INFORMATION SYSTEMS

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

a. That all computer programs (software) produced under this grant will be made available to the BJA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.

b. To provide a complete copy of the computer programs and documentation, upon request, to BJA. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

25. PROTECTION OF VICTIMS

a. The subgrantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

b. The subgrantee assures that it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

26. CRIMINAL PENALTIES

a. Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

c. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act, whether received directly or indirectly from the Administration, shall be subject to the provisions of Section 371 of Title 18, U.S.C.

27. JAIL "PAY TO STAY" PROHIBITION:

No funding from this grant can be awarded to a local jail for any purpose if that jail is operating a Pay-to-Stay program.
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

28. INDIRECT COST RATE

The new Federal Uniform Guideline allows for Indirect Costs to be charged by subgrantees as part of the grant budget. According to the Guideline, one of the following options must be chosen by grantees:

Federally Negotiated Indirect Cost Rate: If a subgrantee has a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, then you may:

a. Request indirect costs at the fully negotiated rate.
b. Request an indirect cost rate at less than the negotiated rate.
c. Request NO indirect cost.

Proof of the negotiated rate must be submitted with the grant application.

<u>10% de Minimis Rate:</u> If a subgrantee does not have a negotiated Modified Total Direct Cost (MTDC)* rate with the Federal Government, the Guideline allows the subgrantee to request:

a. Request the full 10% rate

b. Request a rate less than 10%

c. Request No indirect cost

<u>Request NO Indirect Cost:</u> If a subgrantee's operational costs are fully covered by charging these costs as administrative (direct) costs, or if the subgrantee calculates indirect costs and determines that these costs are immaterial, then the subgrantee may waive any indirect cost reimbursements. It should be noted that choosing any one of the three options above will neither detract from nor enhance the consideration of the grant proposal.

Modified Total Direct Costs (MTDC) are defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

A governmental department or agency unit that receives more than $35 million in direct federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental departments or agencies must develop an indirect cost proposal in accordance with the requirements of this Uniform Guide and maintain the proposal and related supporting ocumentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

29. **<u>Limited Services Condition</u>**: Programs cannot limit services to specific personal identity characteristics (an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity).

II. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

III. CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement.

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 the $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) No Federal appropriated funds have been paid or will be paid to any public or private agency, organization, institution, or individual for any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other devise the design or intent of which is to influence a member of Congress or any other federal, state, or local elected official to favor or oppose any act, bills, resolutions, or similar legislation or any referendum, initiative, constitutional amendment, or any similar governing body.

(3) Upon request of federal or state officials through the proper official channels, Federal appropriated funds may be used in connection with communications to federal, state, or local elected officials pertaining to authorization, appropriation of oversight measures which will directly affect the operation of the program involved.

(4) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 applicant must complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(5) The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

IV. AUDIT REQUIREMENTS (LOCAL GOVERNMENT AGENCIES, PRIVATE NON-PROFIT & FAITH BASED ORGANIZATIONS ONLY)

The applicant agency assures that it will submit audit reports (with Management Letters) to CCJJ annually. The audit report must comply with OMB circular A-133 and be submitted to CCJJ within one month of completion of the audit.

By State code, **local governments** must complete their audit within **six months** of the end of their fiscal year; **other agencies** must complete their audit within **nine months**. During the audit process subgrantees or their auditors must send CCJJ a **confirmation letter** that verifies payments made to the grant program.

The audit will include a Schedule of Federal Financial Assistance that contains revenue and expenditure information from the grant. The following information will assist the auditors in completing the Schedule of Federal Financial assistance:

- Grant Name: **Justice Assistance Grant (JAG)**
- Federal Grantor Agency: **U.S. Department of Justice - Bureau of Justice Assistance**
- Federal Grantor Number: **15PBJA-24-GG-04291-JAGX**
- Federal CFDA Number: **16.738**

V. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (STATE AGENCIES ONLY)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the January 31,1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Section 67.615 and 67.620)

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about--

- The dangers of drug abuse in the workplace;
- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

- Taking appropriate personnel action against such an employee, up to and including termination; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

VI. CIVIL RIGHTS AND DISCRIMINATION POLICY REQUIREMENTS

The applicant agency assures that it will comply with all applicable federal civil rights laws and regulations.

Please complete the following:

- Agency Name: Price City Police Department
- Number of Persons Employed Your Agency: 21
- Federal Funds Requested with this Application: $4,500.00

Equal Employment Opportunity Plan. The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women regardless of race or national origin in the workforce of the recipient agency. An EEOP is a comprehensive document that analyzes that agency's workforce in comparison to its relevant labor market data and all agency employment practices to determine their impact on the basis of race, sex, or national origin.

The agency will provide an EEOP to the Office for Civil Rights, Office of Justice Programs (OCR) and the CCJJ, if it has received a single reward of $25,000 or more. If the agency receives $25,000 or more, unless otherwise exempt, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the CCJJ). *EEOP Certification must be submitted* electronically through OJP's EEO Reporter Tool, available at https://ojp.gov/about/ocr/eeop.htm.

For more information on how to prepare your EEOP plan (if required) or for additional information on Civil Rights issues please visit the Office for Civil Rights (OCR) website at: http://www.ojp.usdoj.gov/about/offices/ocr.htm

Before your agency can be reimbursed for any expenses associated with this grant, the grant project director must first review and certify compliance with Federal Equal Employment Opportunity policies.

Please go to the following web link and review the PowerPoint presentation on Discrimination Policy Training: https://prezi.com/view/pq6Ri9xleHsqt03J7BHw/

Procedures for Responding to Discrimination Complaints: https://docs.google.com/document/d/e/2PACX-1vTzknQZD8tLGWwLshV2M7OZJDz9MxgvJrMi20B1kp8c7lZHkHSZSgT_i3Q_oC2Alx24Sc7lDKXfMyjP/pub

VII. GRANT CONTRACT REVISIONS AND CANCELLATIONS

This contract is for grant funding that the State of Utah, Commission on Criminal and Juvenile Justice, (CCJJ) administers that originates from the United States Department of Justice, Bureau of Justice Assistance (Change based on Federal Grant). To continue program activities designed to maintain public safety services, CCJJ has determined that it will proceed with this agreement. CCJJ anticipates that new grant guidance may be issued in 2025 to reflect the DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from this solicitation. CCJJ will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or cancelled.

By my signature below, I attest that I fully understand that if awarded funding pursuant to this solicitation, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

Signature of Authorized Official: Michael Hansen **Date:** 9-10-25

Account No: 3834
Business Activity: 238
Fee: $150 -
CC Approval: ☐ Yes ☐ No Date:
License Sent:
Health Dept:

Price Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

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)*: The Swell Plumber LLC

If Name Change, list previous name:

Business Address: 390 W. 300 So.		Suite/Apt. No.:
City: Price	State: Utah	Zip Code: 84501
Business Telephone: (801) 636-9052	Business E-mail: Kurt@theswellplumber.com	Business Fax:

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

Property Owner's Name: Jade & Anthony Kouris Property Owner's Telephone: (435 637-7900

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: 1/2024 Business Hours: From 9:00 To 5:00 M T W TH F S SU *(please circle)*

Detailed Description of Business: Residential Plumbing Service Company

Commercial Square Feet: N/A	No. of Arcade Games, Pool Tables, Etc.: 0	No. of Vending Machines: 0	No. of Mobile Home Spaces: 0
No. of Rental Units: 0	No. of RV Spaces: 0	No. of Motel Rooms: 0	No. of Beds: 0

State Sales Tax I.D. No. *(Include copy or proof of exemption)*:	**Federal Tax I.D. No. *(Include copy)*:** 99-4753741
State License No. *(Include copy)*: 14160277-0160	**State License Type:** Contractor / Plumbing

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

Start Oct. 1, 2025

Account No: 3835
Business Activity: 8121
Fee: $150 -
CC Approval: ☐ Yes ☐ No Date:
License Sent:
Health Dept:

Price Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

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)*: Gelous Nails & Co

If Name Change, list previous name:

Business Address: 90 W 100 N — Suite/Apt. No.: 6

City: Price — State: Utah — Zip Code: 84601

Business Telephone: (435)630-4309 — Business E-mail: shaniarae5420@gmail.com — Business Fax:

Mailing Address *(if different)*: 672 N. Apple Cir — City: Price — State: Ut — Zip Code: 84501

Property Owner's Name: George — Property Owner's Telephone: (435)630-8037

Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC
(Include copy of name registration with the State of Utah)

Type of Business: ☒ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal
☐ Home Occupation - Office Use Only
☐ Home Occupation - Activity On Site
☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other

Opening Date: Oct 1, 2025 Business Hours: From ________ To ________ M T W TH F S SU *(please circle)*

Detailed Description of Business: Will do nails out of it, no acrylic only hard gel.
Maybe hair.

State Sales Tax I.D. No. *(Include copy or proof of exemption)*:

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

State License No. *(Include copy)*: 14607748-0151

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

Account No: 3836
Business Activity: 8121
Fee: $150
CC Approval: ☐ Yes ☐ No Date:
License Sent:
Health Dept:

Price Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

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)*: Jenna Lee Richards

If Name Change, list previous name:

Business Address: 9 East Main Street,		Suite/Apt. No.:
City: Price	State: Utah	Zip Code: 84501
Business Telephone: (435) 299-5678	Business E-mail: jennarichards0102@gmail.com	Business Fax:

Mailing Address *(if different)*: 1155 South 2030 East	City: Price	State: Utah	Zip Code: 84501
Property Owner's Name:	Property Owner's Telephone: ( )		

Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC
(Include copy of name registration with the State of Utah)

Type of Business: ☒ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal
☐ Home Occupation - Office Use Only
☐ Home Occupation - Activity On Site
☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other

Opening Date: ______ Business Hours: From ______ To ______ M T W TH F S SU *(please circle)*

Detailed Description of Business: Doing cosmetology services; Mainly Booth renting at picturesque and doing hair services

State Sales Tax I.D. No. *(Include copy or proof of exemption)*:	**Federal Tax I.D. No. *(Include copy)*:** SS #
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

Account No: 3837
Business Activity: 8121
Fee: $150-
CC Approval: ☐ Yes ☐ No Date:
License Sent:
Health Dept:

Price Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

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)*: Rylie Frandsen

If Name Change, list previous name:

Business Address: 14 E Main Street		Suite/Apt. No.:
City: Price	State: Ut	Zip Code: 84501
Business Telephone: (435) 650-9533	Business E-mail: ryliebd04@gmail.com	Business Fax:

Mailing Address *(if different)*: 1230 W Old Wellington Rd	City: Wellington	State: Ut	Zip Code: 84542
Property Owner's Name:	Property Owner's Telephone: ( )		

Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC
(Include copy of name registration with the State of Utah)

Type of Business: ☐ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal
☐ Home Occupation - Office Use Only
☐ Home Occupation - Activity On Site
☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☒ Services ☐ Other

Opening Date: ______ Business Hours: From ______ To ______ M T W TH F S SU *(please circle)*

Detailed Description of Business:
Nail Services - Hard gel
- extentions
- Gel Polish

State Sales Tax I.D. No. *(Include copy or proof of exemption)*: —	**Federal Tax I.D. No. *(Include copy)*:** —
State License No. *(Include copy)*: —	**State License Type:** —

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City 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