

Mayor
TERRY WILLIS

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

LAYNE MILLER

TANNER RICHARDSON

RICHARD ROOT

RUSSELL SEELEY

TINA URBANIK

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 09/23/2026. 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 Root

4.GENERAL BUSINESS/DISCUSSION

- a. OCTOBER DOMESTIC VIOLENCE PREVENTION MONTH PROCLAMATION. Consideration and possible approval for Mayor Willis to proclaim October as Domestic Violence Prevention Month in Price City.
- b. REAL PROPERTY DIGITIZE PROJECT. Consideration and possible approval of Castle Gate Engineering as the successful low bidder for the project with a bid of \$6,125.00. Project is grant funded.
- c. ROSE PARK IMPROVEMENTS RESTROOM REMODEL. Consideration and possible approval of Nichols Construction to perform the adjusted scope of work for the project for \$35,351.00. Only one bid was received for the project.
- d. ROSE PARK IMPROVEMENTS PLAYGROUND EQUIPMENT. Consideration and possible approval for Garrett Parks And Play to install new playground equipment for \$74,996.00. Six proposals from three companies were received ranging from \$74,996.00 to \$120,667.00.

5.CONSENT AGENDA

- a. MINUTES for 09-09-2026 City Council Workshop and City Council.
- b. INTERNATIONAL DAYS DATES 2027. Consideration and possible approval to set August 5, 6, 7, 2027 as the official dates for Price City International Days 2027 (Golf Tournament Scheduled for July 31, 2027).

- c. DECEASED ACCOUNT CHARGE OFF. Consideration and possible approval of deceased account charge-offs for utility accounts.
- d. RATIFICATION. Consideration and possible approval of ratification of the JAG Grant between Price City Police Department and State of Utah Department of Criminal Justice in the amount of \$7,500.
- e. SPRING WATER TRANSMISSION LINE PROJECT ACCESS MOU. Ratification of a Memorandum Of Understanding (MOU) with John Houston for access across private property during construction of the project.
- f. BUSINESS LICENSES. Skin by Liv LLC at 60 W Main St for Olivia Anderson.

6.PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

7.UNFINISHED BUSINESS

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

REAL PROPERTY DIGITIZE PROJECT



DEPARTMENT OF PUBLIC WORKS

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501
(435) 637-5010 www.priceutah.net

Mayor
TERRY WILLIS

City Council
LAYNE MILLER
TANNER RICHARDSON
RICHARD ROOT
RUSSELL SEELEY
TINA URBANIC

Public Works Director
MILES NELSON
Deputy Public Works Director
JUSTIN ORTH
Parks & Cemeteries Manager
ROBBY MATKIN
Pool & Facilities Manager
TAMARA GRAY
Streets & Fleet Supervisor
CHARLIE WESTBROOK
Wtr Treatment Plant Supervisor
RON BREWER
Wtr/Swr Maintenance Supervisor
BILL WARDLE

Price City recently held a proposal opening for the Real Property Digitize Project. Our records are currently stored in a three-ring binder completed in January 2007. This project will enable us to update property records owned by Price City and create a publicly accessible GIS map.

To support this effort, Price City was awarded a \$10,625.00 grant to update and digitize our Real Property Manual. Although four proposals were solicited, only two companies submitted bids:

1. Castle Gate Engineering: \$6,125.00
2. Downtown Redevelopment Services: \$15,000.00

Following careful review of the submissions, Castle Gate Engineering was selected to complete the project for Price City.

Bid Opening

#17C-2026 Price City Real Property Digitize

September 3rd, 2026 2:00 PM

Time closed bids 2:06

Time opened bids 2:08

Time end opening 2:13

Contractor/Bidder

Bid Amount

Castle Gate Engineering

\$6,125.00

Downtown Redevelopment
Services

\$15,000.00

Bid Opening Attendance

#17C-2026

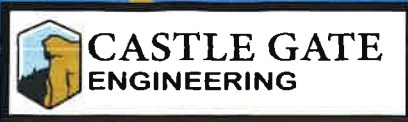
Price City Real Property Digitize

Date: September 3rd, 2026

Time: 2:00 PM

Place: PW Conference

NAME	COMPANY	PHONE	EMAIL
John Boyd			johnb@priceutah.gov
Kathy Sherman			kathys@priceutah.gov
Tanner Richardson	Price City		tanner@priceutah.gov
Nick TATTON	Price City	435-820-0768	nickt@priceutah.gov



435.637.6408 • PO Box 1647 • Price, Utah 84501
Info@CastleGateEng.com

September 3, 2026

ATTN: Price City
432 West 600 South, Price, Utah 84501

RE: Project 17C-2026 – Price City Real Property Manual Update and Digitize

Dear Selection Committee:

Castle Gate Engineering is pleased to submit this proposal to Price City for the Real Property Manual Update and Digitize, Project 17C-2026.

We understand that Price City is seeking assistance with reviewing and updating its existing Real Property Manual, digitizing property and building records, and creating GIS shapefiles identifying City-owned real property and buildings. Our proposed services include research and verification of existing property records, scanning and organization of the City's existing files for electronic search and retrieval, and development of GIS shape files associated with the corresponding property records.

Castle Gate Engineering has experience with technical record review, CAD and mapping applications, and document management. We will approach this project with an emphasis on organization and quality control to provide Price City with a practical and maintainable digital property record system.

Our attached proposal provides our proposed scope of services, and fee for each of the three work items identified in the RFP. We appreciate the opportunity to provide these services to Price City and look forward to working with Price City on this project.

Please feel free to contact me with any questions regarding our proposal.

Sincerely,

Brad Bunnell

Castle Gate Engineering
385-271-4292
bradb@castlegateeng.com





CASTLE GATE,
ENGINEERING

PROPOSAL

P.O. Box 1647
Price, Utah 84501
bradb@castlegateeng.com

Proposal No. S25__
DATE September 1, 2026
CLIENT Price City
EXPIRATION DATE October 1, 2026

TO Price City
432 West 600 South, Price Utah 84501

REVISION: 0

PROJECT DESCRIPTION	PREPARED BY:	PAYMENT TERMS
Price City Real Property Manual Update and Digitize	Brad Bunnell, P.E.	Net 30

DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
1. Research additional Price City Real Property	1	\$ 800.00	\$ 800.00
2. Digitize property and building records	1	\$ 1,085.00	\$ 1,085.00
3. Create GIS Shape Files	1	\$ 4,240.00	\$ 4,240.00
TOTAL			\$ 6,125.00

SCOPE OF WORK:

1. Research additional Price City Real Property:

Research for any additional Price City Real Property or buildings not currently in the manual within Carbon County.

2. Digitize property and building records

Scan approximately 70 existing Real Property and Building files and save as searchable name containing the Parcel number and Address, if available.

3. Create GIS Shape Files

Use AutoCAD Map 3D to create GIS shape files for each Real Property and Building. Each Price City Real Property or Building locations will be indicated on the GIS map with the digitized file name.

EXCEPTIONS AND ASSUMPTIONS:

(Work not described above will be considered additional services. Rates for additional services will be available upon request. Additional services will not be performed without first receiving written direction.)

Notice to proceed:

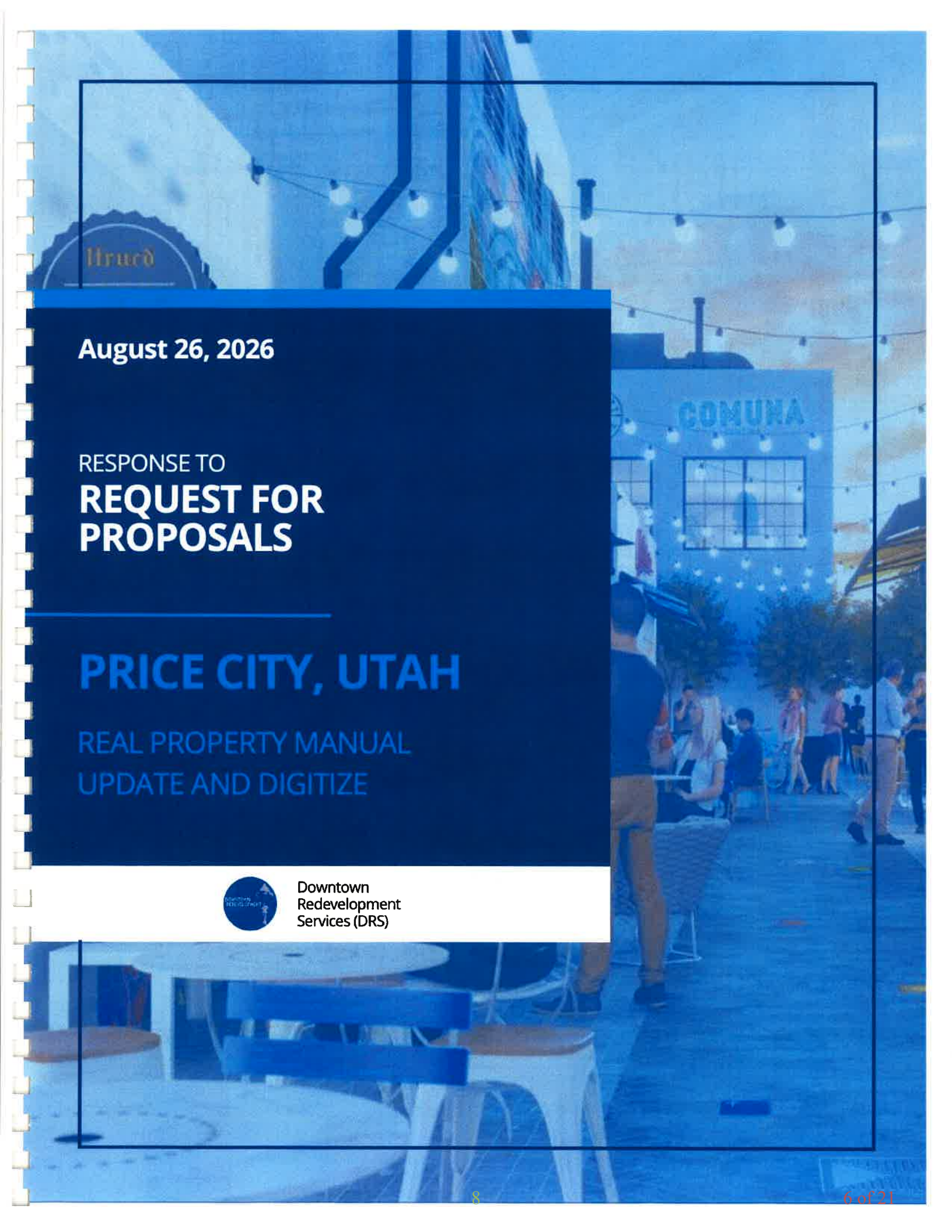
Approval of this Agreement by the Client will serve as written authorization for the Castle Gate Engineering to proceed with the services called for in the Agreement.

Name/Title: _____

Signature: _____

Date: _____

Thank you for the opportunity to give this proposal.



August 26, 2026

RESPONSE TO
**REQUEST FOR
PROPOSALS**

PRICE CITY, UTAH

REAL PROPERTY MANUAL
UPDATE AND DIGITIZE



Downtown
Redevelopment
Services (DRS)



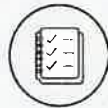
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COVER LETTER

Dear Price City Selection Committee,

Downtown Redevelopment Services (DRS) is pleased to submit this proposal for the Price City Real Property Manual Update and Digitize project. The City's existing Manual is an important resource for managing approximately 70 City-owned parcels and buildings. This project provides an opportunity to preserve the existing records while making property information easier for staff to locate, maintain, and use.

DRS understands that Price City is seeking more than a collection of scanned documents. The completed project must verify the City's property inventory, identify properties or buildings that may not be included in the current Manual, organize the digitized files by parcel number and address, and connect each record to an accurate GIS location. Consistency among the property inventory, file names, and GIS data will be essential to creating a reliable and useful final product.

DRS will serve as the sole consultant for this assignment, providing the City with one point of responsibility for the research, digitization, GIS development, and quality control. Our implementation-focused approach emphasizes clear organization, accurate records, and practical deliverables that City staff can use and maintain after the project is completed. Any missing or conflicting information will be clearly documented so the City understands what has been verified and what may require future follow-up. We appreciate your consideration of our proposal and welcome the opportunity to discuss our approach in greater detail.

Downtown Redevelopment Services is an award-winning planning firm specializing in downtown revitalization, market-driven strategies, and implementation-focused plans for small and mid-sized communities.



**Downtown Redevelopment
Services (DRS)**

Sincerely,

Ben Levenger, PLA, AICP, CECD, MSARP
Founder and President
Phone: (801) 410-0685
Email: Ben@dtredevelopment.com

Nathan Davis, AICP
Planning Lead
Phone: (262) 344-0132
Email: Nathan@dtredevelopment.com



Downtown Redevelopment Services (DRS)



Downtown Redevelopment Services (DRS) is a planning firm that specializes in downtown planning and economic development projects, aiming to enhance the quality of life for residents in small to medium-sized communities. We assist communities through comprehensive downtown planning, economic and redevelopment strategies, small-area plans, Main Street services, development-readiness exercises, and adaptive reuse projects. Our planning services focus on identifying the unique assets within a community and preparing strategies to personalize them with actionable and implementable approaches. Through this action-oriented planning style, our firm helps communities create recommendations for the short-, mid-, and long-term future, while also building community capacity and empowering residents.

COMPANY HIGHLIGHTS



**Downtown
Redevelopment
Services (DRS)**



17

Years In
Business



93%

Of Projects
Adopted



200+

Downtown Plans
Completed



6

Employees

DRS was established in 2009 by dedicated professionals who aimed to create a positive impact on communities by offering practical and executable strategies. Within our client communities, we avoid adopting a “one-size-fits-all” approach, recognizing that each plan must be distinctive and adapted to the specific community it serves.

While many firms operate under a similar system, at DRS, we customize project scopes and deliverables to align with the current and future needs of each client community. Through this approach, DRS has developed an unparalleled understanding and a track record of successfully executed projects. Leveraging our experience and expertise, we provide exceptional services at a budget-friendly cost.

AREAS OF EXPERTISE



**Redevelopment
Plans**

**Downtown
Master Plans**



**Economic
Development
Strategies**

**Small Area
Development
Planning**



**Building
Assessments**



Ravenna

Pittsburgh

**Park
City**



Ben Levenger

DRS Principal/Project Manager

Ben is experienced in comprehensive planning, with a focus on economic development, land use, adaptive reuse, and implementation.

An expert in downtown planning, community input, and economic analysis, he has worked on comprehensive plans, site selection, due diligence, land use, transportation, and revitalization projects across the U.S. With nearly two decades of experience, he develops highly implementable plans tailored to community needs. He is proficient in AutoCAD, InDesign, Photoshop, Envision Tomorrow Plus (ET+), Revit, SketchUp, and Microsoft Suite.

18

**Years in Private
Sector Community
Planning**

30

**States Where He
Has Performed
Planning Efforts**

300+

**Community
Planning Projects
Completed**

Licenses & Registrations

- American Institute of Certified Planners (**AICP**)
- Professional Landscape Architect (**PLA**)
- Certified Economic Developer (**CEcD**)
- Main Street America Revitalization Professional (**MSARP**)

Education

**Masters of Real Estate
Development**
University of Utah

**Masters of City and Metropolitan
Planning**
University of Utah

**Graduate Certificate - Grant
Proposal Writing**
Fort Hays State University

**Bachelor of Landscape
Architecture**
Utah State University

Select Experience

- Cumberland, MD Downtown Real Estate Development Plan
- Frostburg, MD Downtown Market and Visitor Pattern Analysis
- Frostburg, MD Downtown Revitalization Roadmap and Site Activation Study
- Houlton, ME Downtown Master Plan
- Kemmerer, WY Downtown Plan
- Brownsville, TN Downtown Real Estate Development Plan and Revitalization Roadmap
- Pleasant Grove, UT Downtown Master Plan
- South Ogden, UT City Center Master Plan
- Garland, TX Downtown Activation and Implementation Plan
- Sidney, MT Downtown Master Plan
- Garden City, UT Downtown Development Plan
- Brigham City, UT GP and Downtown Plan
- Nampa, ID Downtown Plan
- Coalville, UT Main Street Plan
- Hurricane, UT Downtown Master Plan
- Murray, UT Downtown Strategic Plan
- Heber City, UT Downtown Master Plan
- Moab, UT Downtown Master Plan
- North Logan, UT City Center Master Plan
- Roy, UT Station Area Plan
- SR-32, UT Corridor and City Centers Plan
- Tremonton, UT Midland Square Design
- Russell, KS Real Estate Development Plan
- St. John, KS Downtown Master Plan
- Stafford, KS Downtown Master Plan
- North Logan, UT Form Based Code
- Murray, UT Form Based Code
- Nampa, ID Downtown Feasibility Study



Nathan Davis, AICP DRS Planning Lead

Nathan is a municipal planner with a range of experience across the U.S. His experience includes downtown and comprehensive planning, private development design, and Main Street programs.

His work centers on planning that is responsive to the community's vision while also providing clients with implementable plans. His skills include engagement, zoning analysis, technical program proficiency, GIS analysis, and project management. He leads the DRS' GIS resources, utilizing the ESRI suite to develop spatial data insights and visualizations that inform planning decisions.

5

**Years in Private
Sector Community
Planning**

14

**States Where He
Has Performed
Planning Efforts**

100+

**Community
Planning Projects
Completed**

Licenses & Registrations

- American Institute of Certified Planners (**AICP**)

Education

Master of City and Regional Planning

Georgia Institute of Technology

Bachelor of Political Science and Urban and Regional Planning

Florida State University

Select Experience

- Cumberland, MD Downtown Real Estate Development Plan
- Frostburg, MD Downtown Market and Visitor Pattern Analysis
- Frostburg, MD Downtown Revitalization Roadmap and Site Activation Study
- Brownsville, TN Downtown Real Estate Development Plan and Revitalization Roadmap
- Pleasant Grove, UT Downtown Master Plan
- South Ogden, UT City Center Master Plan
- Garland, TX Downtown Activation and Implementation Plan
- Sidney, MT Downtown Master Plan
- Garden City, UT Downtown Development Plan
- Nampa, ID Downtown Implementation Plan
- Coalville, UT Main Street Plan
- Hurricane, UT Downtown Master Plan
- St. John, KS Downtown Master Plan
- Stafford, KS Downtown Master Plan
- Roy, UT Station Area Plan
- Russell, KS Real Estate Development Plan
- West Valley City, UT RDA Land Planning and Design Services
- North Logan, UT Form Based Code
- Nampa, ID Central Nampa Form Based Code
- Nampa, ID Downtown Feasibility Study
- Zelienople, PA Comprehensive Plan Update

3

**Years in
Private Sector
Community
Planning**

5

**States Where
She Has
Performed
Planning
Efforts**

10

**Contributed
to Community
Planning
Projects**



Isabella Enriquez Urban Designer

Isabella is a site designer and planner with national experience in translating community engagement to shaping both public and private spaces. She has experience in site design, community outreach, zoning analysis, 2D and 3D modeling.

Her passion lies in designing streets and urban environments rooted in the belief that cities should be built for people.

She is committed to creating safe, walkable, and welcoming spaces that foster community connection.

Isabella is skilled in AutoCAD, SketchUp, and Adobe Creative Studio. With her passions and skillset, Isabella plays a meaningful role in shaping well-planned, vibrant communities.

Education

Bachelor of Urban Design,
Florida Atlantic University (FAU)

Select Experience

- South Ogden, UT City Center Master Plan
- Pleasant Grove, UT Downtown Master Plan
- Brownsville, TN Downtown Revitalization Roadmap and Real Estate Development Plan
- Garden City, UT Downtown Development Plan
- Sidney, MT Downtown Master Plan
- Nampa, ID Downtown Implementation Plan
- Nampa, ID Central Nampa Form Based Code
- North Logan, UT City Center Form Based Code
- Garland, TX Downtown Activation and Implementation Plan

1

**Years in
Private Sector
Community
Planning**

5

**States Where
She Has
Performed
Planning
Efforts**

10

**Contributed
to Community
Planning
Projects**



Schyler Peeples Community Planner

Schyler is a community planner with experience in real estate development, land use, project feasibility, and implementation. She is passionate about helping create resilient, inclusive, and community-oriented places through thoughtful planning and development.

Her background in real estate has covered land use analysis, project feasibility, and development implementation. She believes planning should strengthen a place's physical environment and social and economic health. She works to help shape places that are adaptable, welcoming, and reflective of the people they serve.

Education

**Master of City and Regional
Planning**

Georgia Institute of Technology

Bachelor of Real Estate

Florida State University

Select Experience

- Cumberland, MD Downtown Real Estate Development Plan
- Garden City, UT Downtown Development Plan
- Garland, TX Downtown Activation and Implementation Plan
- Frostburg, MD Downtown Market Analysis
- Pleasant Grove, UT Downtown Master Plan
- South Ogden, UT Downtown Master Plan
- Brownsville, TN Downtown Revitalization Roadmap and Real Estate Development Plan



METHODOLOGY

DRS will complete the work through three coordinated phases aligned with Price City's scope. The process will verify the elements within the City's existing property inventory, digitize the existing public records, and connect each property to GIS shapefiles. Quality-control checks will ensure that parcel numbers, addresses, file names, and mapped features remain consistent across the final deliverables.

PHASE 1

PROPERTY INVENTORY AND RESEARCH

Deliverables: Working inventory of existing property and building files; Comparison of the Manual against available Carbon County records; Verified list of additional Price City properties or buildings; Documentation of missing, inconsistent, or unresolved property information.

Task 1.1 Establish the Working Property Inventory

To streamline coordination and minimize staff burden, DRS will prepare a consolidated data request early in the process. Providing one coordinated request allows Town and County staff to assemble materials efficiently and reduces the need for repeated follow-up requests throughout the project. Collected materials will help establish baseline conditions and inform the revitalization assessment completed in later phases of the project.

Task 1.2 Research Additional City Properties

DRS will compare the existing Manual against available Carbon County assessor, recorder, parcel, and GIS records. Searches will use available ownership names, parcel numbers, addresses, legal descriptions, and mapped locations to identify Price City-owned parcels or buildings that may not be included in the Manual. DRS will also document apparent duplicates, parcel-number changes, address discrepancies, and properties listed under different City departments or ownership names.

Task 1.3 Verify Potential Omissions

DRS will prepare a preliminary list of potentially omitted properties and review it with Price City staff. This task also serves to review missing information for properties that have partial records and rectify the missing information. This step will distinguish confirmed City property from duplicate records, outdated ownership information, rights-of-way, easements, or other records that may not belong in the Real Property Manual. For each confirmed additional property or building, DRS will document the available parcel number, address, ownership information, and mapped location. Unresolved information will be clearly identified rather than assumed. The City will have one round of review with the list of potential omissions.



PHASE 2

PROPERTY FILE DIGITIZATION

Deliverables: Digitized property and building files; Consistent file names containing parcel numbers and addresses, when available; Organized digital folder structure; Updated property inventory listing the digital file associated with each property.

Task 2.1 Confirm Digital File Standards

Before scanning begins, DRS will confirm the digital file format, folder structure, and naming convention with Price City staff. Each file name will include the parcel number and property address when available. An approved alternative identifier will be used for properties without an address or parcel number. DRS will prepare a small sample set of five (5) properties for City review to confirm the scan quality, file appearance, naming convention, and organization before completing the remaining files. Once approved, this standard will be applied to the remaining files.

Task 2.2 Prepare and Scan the Existing Files

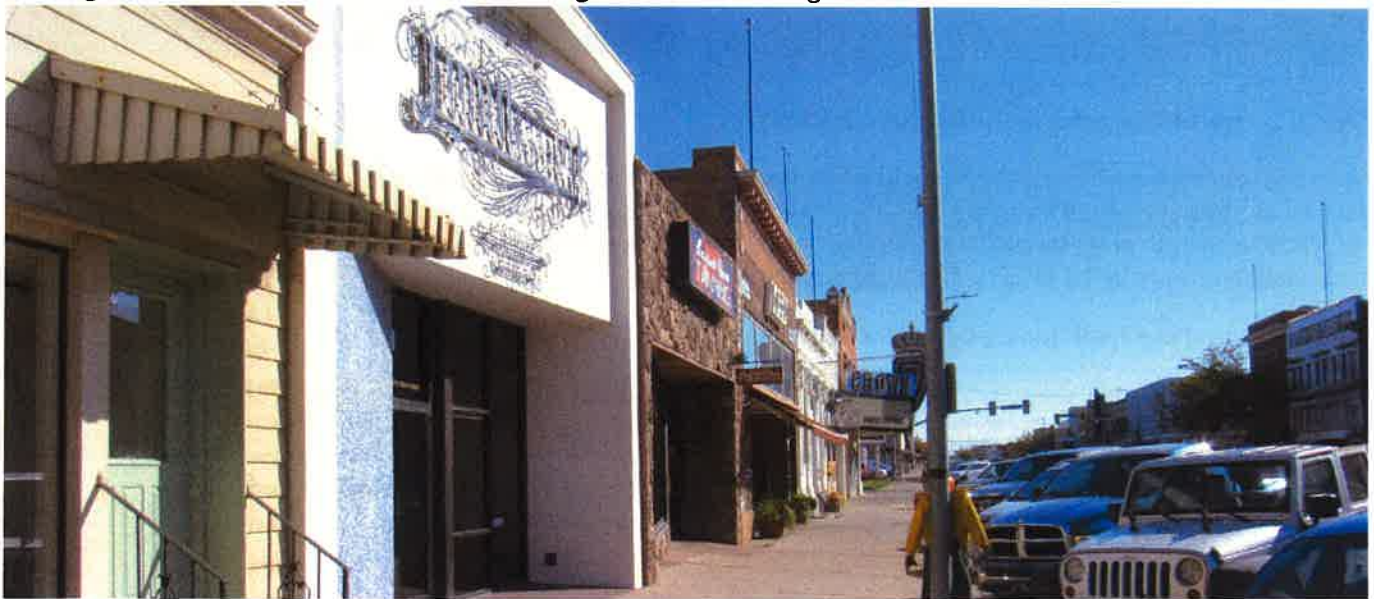
DRS will organize the hard-copy records according to the working inventory and scan each property or building file in its existing page order. Approximately 70 files containing up to 10 letter- or legal-size pages each will be digitized. Color documents, photographs, maps, and marked exhibits will be scanned in color when needed to preserve their information. Standard text documents may be scanned in monochrome when appropriate. Pages will be scanned at a resolution that maintains legibility while keeping the digital files practical for routine City use.

Task 2.3 Name, Organize, and Review the Files

Each completed file will be saved using the approved naming convention and placed within a consistent digital folder structure. The working inventory will be updated with the final file name assigned to each property. Our staff will conduct field verification of missing data to ensure accuracy. DRS will compare every digital file against the original hard-copy record to confirm that:

- All pages have been captured
- Pages appear in the correct order
- Text, maps, photographs, and legal descriptions are legible
- Pages are properly oriented and not cropped
- Parcel numbers and addresses match the working inventory
- File names follow the approved convention
- Duplicate or missing pages are corrected when possible

The original records will be returned to their existing order after scanning.



PHASE 3

GIS DEVELOPMENT AND FINAL INTEGRATION

Deliverables: GIS shapefiles and supporting attributes for each verified Price City property and building; Final inventory connecting property records, digital files, and GIS features; Documentation of unresolved property or mapping issues; Complete digital project files organized for Price City

Task 3.1 Create GIS Shapefiles

DRS will use available Carbon County parcel data, City GIS information, legal descriptions, and other property records to locate each verified Price City property or building. GIS shapefiles will be created for the properties and buildings included in the final inventory. Existing parcel boundaries will be used when reliable GIS data is available. Building locations will be mapped using the best available City or County information. Properties that cannot be mapped confidently from the available records will be documented for City review. DRS will create polygon shapefiles for each parcel/building, relying on existing records and aerial imagery, and this project will not include surveying of property boundaries. The City will have one round of review and edits in this task.



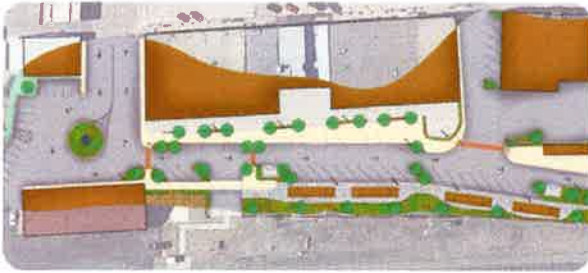
Businesses in Price, Utah

**Task 3.2 Link GIS Features to the Digitized Records**

Each mapped feature will include identifying attributes such as the parcel number, address, property or building name, and corresponding digitized file name. This information will allow City staff to identify the supporting digital record associated with each property shown on the GIS map. Attribute fields, file names, and property identifiers will follow the same standards used in the working inventory and digital folders.

Task 3.3 Complete Final Quality Control and Delivery

DRS will compare the final property inventory, digitized files, and GIS data to confirm that every verified property has a corresponding inventory record, digital file, and mapped feature, unless an exception has been documented. Any inconsistent parcel numbers, addresses, file names, or GIS attributes will be corrected before delivery. The City will have one round of review and edits in this task. The completed files will be organized for City use and accompanied by documentation of unresolved records or properties requiring future follow-up.



HELPER DEPOT CORRIDOR PROJECT

Helper, Utah

To support the revitalization of Helper's historic railroad corridor, the Helper Project engaged DRS to prepare the Helper Depot Corridor Project, establishing a community-driven vision for the depot grounds and connections to downtown. DRS evaluated existing conditions, community demographics, circulation, parking, utilities, streetscape, land use, and the built environment to identify opportunities for improving the corridor and strengthening its relationship with Main Street.

DRS led a participatory planning process that included a steering committee, surveys, community open houses, stakeholder input, and public review of proposed alternatives. Key recommendations addressed roadway and pedestrian improvements, civic spaces, land use, architectural conditions, and corridor identity. The plan also included conceptual cost estimates, funding strategies, project phasing, and a roles and responsibilities matrix to support implementation.

Term of Service:

May 2018 - January 2019

BRIGHAM CITY DOWNTOWN MASTER PLAN & GENERAL PLAN UPDATE

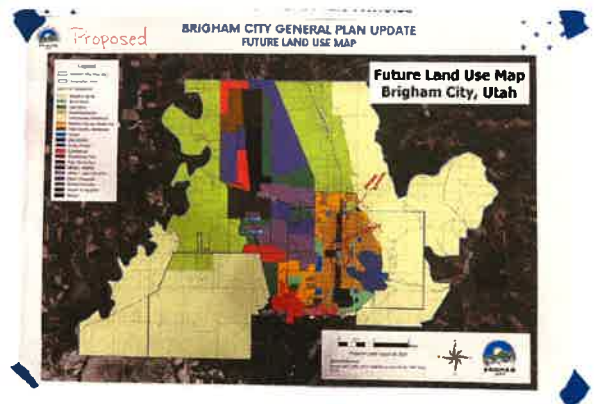
Brigham City, Utah

Brigham City updated its General and Downtown Plans to guide growth and strengthen its historic downtown. DRS also supported an update to the Main Street program strategic plan to align organizational priorities with the broader planning framework. DRS led public meetings and workshops focused on land use, downtown character, and growth management, building on assets such as the tree-lined Main Street and historic structures. This project also included an inventory of the buildings and businesses in the historic downtown.

As the prime consultant, DRS led visioning, public engagement, policy development, and document preparation within an interdisciplinary team. The process emphasized clear communication, realistic alternatives, and iterative feedback, resulting in coordinated planning and organizational direction for implementation.

Term of Service:

October 2023 - January 2025





PLEASANT GROVE DOWNTOWN MASTER PLAN

Pleasant Grove, Utah

Pleasant Grove updated its Downtown Master Plan to guide redevelopment, improve connectivity, and support long-term investment. DRS led the effort with Pleasant Grove City and MAG, evaluating market, transportation, land use, public realm, and redevelopment conditions. The process included public engagement and strategies for mobility, placemaking, parking, and site-specific redevelopment.

As prime consultant, DRS led coordination, engagement, market analysis, policy development, redevelopment strategy, and document preparation. The resulting plan connects public improvements with private development opportunities and provides prioritized recommendations for implementation and future downtown growth.

Term of Service:

Dec. 2025 - June 2026

Final Plan Link:

[Download](#)

ARCADIA HISTORICAL STRUCTURE SURVEY

Arcadia, Florida

The Arcadia Main Street Program retained DRS and eos Studio Arc to complete a reconnaissance-level historic resources survey update within Arcadia's downtown core. The project updated prior surveys from 1982 and 2006 and evaluated properties for contributing status and potential eligibility for the National Register of Historic Places in accordance with state, federal, and local preservation standards.

The work documented 257 properties across forty-eight blocks in the historic core of Arcadia through field surveys and archival research. The final report updates the historic resource inventory and provides recommendations to support ongoing preservation and downtown revitalization efforts. This project entailed the digitization of scanned paper records and the creation of corresponding GIS layers with supporting attributes.

Term of Service:

February 2025 - June 2025



PROJECT SCHEDULE

The table below outlines our proposed three (3) month schedule for the Price City Real Property Manual Update and Digitize Project. The schedule aligns with the City's RFP timeline and may be refined in coordination with the City to meet project needs.

Months		
1	2	3

Phase 1 - Property Inventory and Research



Working inventory of existing property and building files



Verified list of additional Price City properties or buildings

Documentation of missing, inconsistent, or unresolved property information



Project kick-off and conclusion



External engagement effort



Milestone meetings with the Town



Milestone deliverable review

Phase 2 - Property File Digitization



Digitized property and building files

Phase 3 - GIS Development and Final Integration



Complete digital project files organized for Price City



PROPOSED BUDGET

We propose to complete the project for a not-to-exceed fee of \$15,000. The table below shows the planned allocation of effort by phase. Hourly rates and estimated hours are provided to demonstrate the basis of effort. Travel, technology, printing, workshop materials, and other direct expenses are included within the proposed fee.



Phase	Budget
Phase 1	\$3,000
Phase 2	\$5,000
Phase 3	\$7,000
Not to exceed total	\$15,000

CLIENT REFERENCES



Pleasant Grove, UT

Daniel Cardenas

Community Development Director

☎ 801.785.6057

✉ dcardenas@pgcityutah.gov

South Ogden, UT

Alika Murphy

City Planner

☎ 801.622.2711

✉ amurphy@southogdencity.gov

North Logan, UT

Scott Perkes

Community Development Director

☎ 435.752.1310

✉ sperkes@northlogancity.gov

Helper, UT

Amy Jespersen

Former Chamber President

☎ 435.630.0279

✉ amy@thehelperproject.net

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CITY OF PRICE

Real Property Manual Update and Digitize



**Downtown
Redevelopment
Services (DRS)**

Public Works Director
MILES NELSON

ROSE PARK IMPROVEMENTS RESTROOM REMODEL

Deputy Public Works Director

JUSTIN ORTH

Parks & Cemeteries Manager

ROBBY MATKIN

Pool & Facilities Manager

TAMARA GRAY

Streets & Fleet Supervisor

CHARLIE WESTBROOK

Wtr Treatment Plant Supervisor

RON BREWER

Wtr/Swr Maintenance Supervisor

BILL WARDLE



DEPARTMENT OF PUBLIC WORKS

432 WEST 600 SOUTH P.O. BOX 893, PRICE, UTAH 84501

(435) 637-5010 www.priceutah.net

Mayor
TERRY WILLIS

City Council
LAYNE MILLER
TANNER RICHARDSON
RICHARD ROOT
RUSSELL SEELEY
TINA URBANIC

September 17, 2026

Price City Rose Park Upgrades Restroom Remodel #15C-2026

Price City recently opened bids for the Rose Park Upgrade Restroom Remodel project. Although three bid packages were distributed to prospective contractors, only a single bid was submitted. The proposal totaled \$71,811.00, exceeding the grant's bid estimate by \$30,000.00. In response, a team comprising representatives from Parks, Streets, and Facilities reviewed the bid package schedules to identify potential cost reductions. A revised bid schedule with designated sections for completion by both Price City and the bidder is attached. The bidder has formally accepted the revised schedule, as confirmed in the attached email correspondence.

Price City Rose Park Upgrade Restroom

Place: PW Conference

[illegible]

Bid Opening

#15C-2026 Price City Rose Park Upgrades Restroom

September 16th, 2026 2:00 PM

Time closed bids 2:00 PM

Time opened bids 2:00 PM

Time end opening 2:02 PM

Contractor/Bidder

Bid Amount

Nichols Construction Group LLC

\$71,811.00

Item #	Item	Unit	Quantity	Unit Price	Total Bid Price Nichols Construction	Reduction to bid to be completed by Price City
1	Replace asphalt shingles with metal roof. Replace soffit and fascia with metal clad wood. Replace underlayment, roof deck, insulation, lights, ceiling in Men's Room.	LS	1	\$9,500.00	\$9,500.00	
2	Strip interior paint from cinder block walls. Repaint walls with heavy-duty Masonry Water Proof Epoxy.	LS	1	\$4,680.00	\$4,680.00	
3	Paint restroom floor with epoxy paint with flecks.	LS	1	\$0	\$0	\$4,340.00
4	Replace tempered glass windows and frames	EA	4	\$0	\$0	\$10,000.00
5	Replace exterior steel doors and frames for restrooms and utility room.	EA	3	\$3,900.00	\$11,700.00	
6	Replace three existing toilets, one urinal and two sinks with stainless-steel. Install stainless-steel mirrors in restrooms. Replace soap dispensers and hand air dryers with stainless-steel in each restroom.	LS	1	\$0	\$0	\$17,040.00
7	Install 4-foot LED lights with motion sensor.	EA	2	\$0	\$0	\$4,680.00
8	Install stainless-steel trash receptacles	EA	2	\$0	\$0	\$400.00
9	Remove existing enamel stalls and install stainless-steel ADA stall and urinal privacy partition Men's Restroom	EA	1	\$4,361.00	\$4,361.00	
10	Remove existing enamel stalls and install stainless-steel ADA and standard stalls in Women's Restroom	EA	1	\$5,110.00	\$5,110.00	
11	Commercial exterior LED down cast lights above restroom doors	EA	2	-----	-----	-----
Total Base Bid					\$35,351.00	\$36,460.00

Nichols Construction new bid amount with schedule reduction \$35,351.00



John Boyd <johnb@priceutah.gov>

Rose Park Restroom Bid Package

2 messages

John Boyd <johnb@priceutah.gov>

Thu, Sep 17, 2026 at 11:22 AM

To: "Jackson@nichols-construction.net" <Jackson@nichols-construction.net>

Cc: Justin Orth <justino@priceutah.gov>, Miles Nelson <milesn@priceutah.gov>

Jackson,

Thank you for submitting your bid for the Price City Rose Park Restroom Remodel. Upon reviewing all submitted proposals, we found that the total amount exceeded the allocated budget for this project. As outlined in Section 5.02 of the Bid Package, Price City retains the right to modify schedule quantities or reject individual schedules as necessary to align with budget constraints.

Following discussions with our department supervisors, we have made necessary scope adjustments to bring the project within budget. The revised bid amount for Nichols Construction is detailed in the attached document.

If these updated terms are acceptable to you, please confirm via email by 2:00 PM today, September 17th, so we can place the updated bid package on the agenda for the upcoming Price City Council meeting. If you choose not to accept the revised bid, kindly notify me by email as well.

Best Regards,
John Boyd
Price City Public Works
Project Manager
email: johnb@priceutah.gov
DID: 435-636-3151
CELL: 970-376-6956

**Nichols Bid Reduction for Budget 9-17-26.pdf**

83K

Jackson Nichols <Jackson@nichols-construction.net>

Thu, Sep 17, 2026 at 12:24 PM

To: John Boyd <johnb@priceutah.gov>, Stacie Turpin <miss-stacie@nichols-construction.net>

Cc: Justin Orth <justino@priceutah.gov>, Miles Nelson <milesn@priceutah.gov>

Thank you John, yes we accept this bid schedule. Please let us know what you need from us to move forward.

I have added my office manager, she will assist in all paperwork related to this project.



Specializing in all forms of Construction

435-630-8687

[Quoted text hidden]

**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for Rose Park Upgrades 2026 Restroom Remodel will be received by Price City (Owner) in the hands of the Public Works Receptionist, Public Works Complex Dome A, located at 432 West 600 South, Price, Utah 84501 until **September 16th, 2026 at 2:00 PM**. The principal items of work include removal of roof, stalls, plumbing fixtures and windows. Installation of roof, stalls, plumbing fixtures and windows.

Bids will be opened and read aloud in the Price City Public Works Complex on **September 16th, 2026 at 2:00 PM**. **Prepare all your Bid documents and seal them in an envelope. The front of the envelope must be labeled with the following "Rose Park Upgrades 2026 Restroom #15C-2026". The bidder must include the bid instructions document when submitting their bid (staple all sheets together).** Send quotation by US Mail or hand delivered to the Public Works Receptionist. Do not send by Facsimile, Fed Ex, UPS or similar freight service.

Prospective Bidders may obtain copies of the Contract Documents at the following location: Price City Public Works Complex, 432 West 600 South, Price, Utah 84501, (435) 637-5010.

Advertised September 2nd and 9th, 2026

ETV Newspaper

Price City Website

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 Bids are to be received at the Price City Public Works Complex at 432 West 600 South, Price, UT 84501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents for the prices and within the times indicated on the Bid Form and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation to those dealing with disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number

Addendum Date

—

— 5T

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Hazardous Environmental Conditions that have been identified in General Conditions SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect

#15C- 2026 Rose Park Upgrades 2026 Restroom Remodel

THIS PAGE MUST BE INCLUDED WITH YOUR BID

of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Item #	Item	Unit	Quantity	Unit Price	Total Estimated Price
1	Replace asphalt shingles with metal roof. Replace soffit and fascia with metal clad wood. Replace underlayment, roof deck, insulation, lights, ceiling in Men's Room.	LS	1	\$9,500	9,500
2	Strip interior paint from cinder block walls. Repaint walls with heavy-duty Masonry Water Proof Epoxy.	LS	1	\$4,680	4,680
3	Paint restroom floor with epoxy paint with flecks.	LS	1	\$4,340	4,340
4	Replace tempered glass windows and frames	EA	4	\$2,500	\$10,000
5	Replace exterior steel doors and frames for restrooms and utility room.	EA	3	\$3,900	\$11,700
6	Replace three existing toilets, one urinal and two sinks with stainless-steel. Install stainless-steel mirrors in restrooms. Replace soap dispensers and hand air dryers with stainless-steel in each restroom.	LS	1	\$17,040	\$17,040
7	Install 4-foot LED lights with motion sensor.	EA	2	\$4,680	\$4,680 electrical as discussed with cripes
8	Install stainless-steel trash receptacles	EA	2	\$200	\$400
9	Remove existing enamel stalls and install stainless-steel ADA stall and urinal privacy partition Men's Restroom	EA	1	\$4,361	\$4,361
10	Remove existing enamel stalls and install stainless-steel ADA and standard stalls in Women's Restroom	EA	1	\$5,110	\$5,110
11	Commercial exterior LED down cast lights above restroom doors	EA	2	-	Included above
Total Base Bid					\$71,811

5.01 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

5.02 Price City reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

5.03 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

5.04 Restroom pictures attached. Site visit must be requested in advance.

ARTICLE 6 – WORKING DAYS AVAILABLE

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

6.02 Bidder agrees that **NO WORK** or any part of the Schedule Items will happen on the following Dates:

There are NO dates that work cannot performed

6.04 Bidder will note the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)
15C-2026 Restroom Remodel		30 Days

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid
A. There is NO Bid Security for this project.

ARTICLE 8 - DEFINE TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidder, the General Conditions and Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

If Bidder is:

A Corporation

By _____
(CORPORATION NAME)

(STATE OF INCORPORATION)

By _____
(PLEASE PRINT OR TYPE NAME OF PERSON AUTHORIZED TO SIGN)

(TITLE)

(Corporate Seal)

Attest _____
(SECRETARY)

Business address _____

Phone Number _____ Email _____

An Individual

By Jackson Nichols (SEAL)
(PLEASE PRINT OR TYPE INDIVIDUAL'S NAME UNDER SIGNATURE)

doing business as Nichols Construction Group LLC.

Business address 311 N Martin Rd Helper UT 84526

Phone Number 435 630 8687 Email Jackson@nichols-construction.net

A Partnership

By _____ (SEAL)
(FIRMS NAME)

(PRINT OR TYPE GENERAL PARTNER'S NAME UNDER SIGNATURE)

Business address _____

Phone Number _____ Email _____

A Joint Venture

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

NOTICE OF AWARD

TO: *Nichols Construction Group, LLC*
311 N Martin Rd
Helper, Utah 84526

Project Description: *Rose Park Upgrades Restrooms*
Project Number: *#15C-2026*

The Owner has considered the Bid submitted by you for the above-described *[project]* in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of:

\$35,351.00

If you fail to begin the work or furnish the *Restroom Remodel* within 60 calendar days the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner within 10 calendar days.

Dated this *September 24th, 2026*

OWNER: Price Municipal Corporation

SIGNATURE: _____
(Public Works Director)

ACCEPTANCE OF NOTICE*

Receipt of the above Notice of Award is hereby acknowledged by _____ this the _____ day of _____.

SIGNATURE:

TITLE:

*Return Acceptance Of Notice To Price City.

AGREEMENT

Price City – Price City Rose Park Restroom #15C-2026

PART 1 GENERAL

1.1 CONTRACTOR

Name: *Nichols Construction Group, LLC*

Address: *311 N Martin Rd
Helper, Utah 84526*

Telephone Number: *435-630-8687*

1.2 OWNER

- A. The name of the OWNER is Price Municipal DBA Price City

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

Project: Price City Rose Park Restroom #15C-2026

- B. 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.

Remodel existing Restrooms

1.4 OWNER

- A. The OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- C. An Agreement Supplement is not attached to this Agreement.
- D. Based upon the above awarded schedules the Contract Price awarded is:

\$35,351.00

2.2 CONTRACT TIME

- A. The Work will be completed within **60** calendar days. All WORK will be completed by **December 15th, 2026**

2.3 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. Five Hundred dollars and Zero cents (\$500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER'S prior written authorization.

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

2.4 PAYMENT

- A. CONTRACTOR shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment).
- B. Progress Payments shall not be processed more than once a month. CONTRACTOR shall submit to the OWNER a signed Application for Payment which accurately reflects the Work completed as of the date of the Application and which is accompanied by such supporting documentation.

- C. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project which shall include the corticate of occupancy (COI).

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

ADVERTISEMENT
BID PACKAGE
MEASUREMENT AND PAYMENTS
GENERAL CONDITIONS
DETAIL SPECIFICATIONS
FORMS (REFERENCE ONLY)

- B. Other Documents which are applicable to this agreement are:

- a. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- i. Notice to Proceed
 - ii. Change Directive
 - iii. Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the _____.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Terry Willis

Title: Mayor

[CORPORATE SEAL] Attest:

By: Jaci Adams

SEAL

Title: City Recorder

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

MINUTES

/

Minutes of the Price City Council Workshop
Conference Room 106
September 09, 2026 – 4:04 p.m.

Present:
Mayor Willis

Councilmembers:
Councilmember Miller
Councilmember Richardson
Councilmember Root
Councilmember Seeley
Councilmember Urbanik

Excused:

Present: See Public Meeting Sign-In Sheet

Safety Seconds/Councilmember Richardson reminded everyone to maintain and check on carbon monoxide and smoke detectors to make sure that they are in working order, especially for the fall and winter season.

Director's Reports:
Items discussed:

Nick Tatton, Administrative Director/explored the Price Play Safety, using embossed cards to be turned in for drawings, etc./Valar Atomics field trip scheduled for September 24, 2026/Charity proceeds from 2026 International Days Golf Tournament will be awarded at City Council today/RFP for Project 17C-2026 were due by September 3, 2026/Reminder of Planning Commission Retreat, November 23, 2026/Review of Utah Local Governments Trust workers comp costs.

Lisa Richens, Finance Director/Working on bond closing for the spring water transmission line/Division of drinking water changed when applying for funding, from quarterly to annually which is due September 15, 2026/Preparing year end for audit.

Miles Nelson, Public Works Director/Contractor will be starting next week on transmission line project/Lower Elevation reservoir modification of agreement approval with Horrocks on City Council agenda tonight/Mountain bike race course bridge finished/EWP project extension and funding design/Rose Park improvements: restrooms-interior-painted, playground equipment, etc./Day of Caring projects around Price City, volunteers from college, high school, etc., begins with breakfast at 7:00 a.m. at Ace Hardware, lunch at Dino Mine Park, dump waiver for Day of Caring/Update on Pioneer Park stonewall removal and tree replacement/Pickleball courts being used daily along with horseshoe players.

Brandon Sicilia, Chief of Police/Update on Stats for August/concerns with e-bikes and scooters around Price City.

Mayor Willis/Would like to acknowledge and recognize all service awards at City Council meetings.

Richard Root/Consideration of 2027 International Days carnival dates, August 5-7, 2027.

Tina Urbanik/Consideration of proposal for Price City to look into a summer youth work program, up to 10 youth per summer, clean gutters, pull weeds, etc., budget \$30,000, pay \$10 - \$12 per hour, 24 hours per youth.

Tanner Richardson/Resident concern with street lights or some type of lighting on the Price River walkway trail, add project to CIP list.

Russell Seeley/Division of drinking water changing application period so everything can be compared at same time.

Layne Miller/Placement for Buffalo Soldier signs/consider reorganizing parking lot behind City Hall so it is more appealing and makes better sense of placement of statues, etc. and update permanent sign on 100 N.

David Johnson, Fire Chief/Fire restrictions lifted/Regional Fire School has been cancelled this year/Price City Fire department recently helped with 30-acre fire near Emma Park Road.

Adjourned: 5:24 p.m.

APPROVED:

ATTEST:

Terry Willis, Mayor

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah

September 9, 2026

Present:

Mayor Willis

Councilmembers:

Layne Miller

Tanner Richardson

Russell Seeley

Tina Urbanik

Jaci Adams, City Recorder

Nick Tatton, Administrative Director

Miles Nelson, Public Works Director

Excused: Councilmember Root

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Willis called the regular meeting to order at 5:30 p.m. Mayor Willis led the Pledge of Allegiance.

2. ROLL CALL

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

3. SAFETY SECONDS

Councilmember Richardson reminded everyone to check and maintain carbon monoxide and smoke detectors, especially during the fall and winter months.

4. GENERAL BUSINESS/DISCUSSION

a. SOUTHEASTERN UTAH JR. HIGH & 5TH & UNDER RODEO CLUB. Team members from the Southeastern Utah Jr. High & 5th & Under Rodeo Club will be in attendance to highlight and update their placings in the events that they each participated in during the rodeo that took place August 28th & 29th at the Carbon County Fairgrounds.

McKall and Hart Wear, team members of the Southeastern Utah Jr. High & 5th & Under Rodeo Club were in attendance to thank Price City for their support and sponsorship they donated to the rodeo club for the recent event.

b. PRICE CITY LIBRARY QUARTERLY UPDATES. The Price City Library Board will be in attendance to present a quarterly update regarding the library activities.

Rachel Johnson, Price City Library Board member highlighted the recent updates and activities at the Price City Library. In the past three months, it was reported that the library had over 8,000 visitors, 6,000 books were checked out, 622 children attended the summer reading program and read 32,000

minutes. Also, the Price City Library staff participated in the 2026 International Days and lead the Kid's Day Parade.

c. SPONSORSHIP/DONATION REQUEST/DIANE LODESERTO & LOGAN WALTERS-VETERANS DAY CELEBRATION. Diane Lodeserto & Logan Walters will be in attendance to request a sponsorship/donation for a Veterans Day Celebration & 1940's Hangar Hop anticipated to be held November 14, 2026 at the Carbon County Airport.

Logan Walters and Diane Lodeserto were in attendance to highlight an upcoming event. The Veterans Day Celebration will be free to the public that will be held at the Carbon County Airport November 14, 2026. They are asking Price City for a \$500 sponsorship/donation for the upcoming event.

MOTION.

Councilmember Urbanik moved to approve a sponsorship/donation in the amount of \$500 for the Veterans Day Celebration & 1940's Hangar Hop. Councilmember Miller seconded and motion carried.

d. PUBLIC HEARING. Public hearing to receive input regarding the distribution of charitable donations from the proceeds from the International Days Golf Tournament.

Nick Tatton, Administrative Director explained the yearly tradition and process of the donation of the proceeds from the International Days Golf Tournament.

Mayor Willis asked for a motion to open the public hearing.

MOTION.

Councilmember Richardson moved to open the public hearing at 5:42 p.m. Councilmember Urbanik seconded and motion carried.

Mayor Willis read aloud the recommended International Days Golf Tournament charitable use of proceeds list for 2026.

Acknowledging no comment or public hearing was offered or reported, Mayor Willis asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 5:43 p.m. Councilmember Urbanik seconded and motion carried.

e. DONATION APPROVAL. Consideration and possible approval of the charitable donations from the proceeds from the International Days Golf Tournament.

MOTION.

Councilmember Urbanik moved to approve the proceeds from the International Days Golf Tournament to local charities. Councilmember Miller seconded and motion carried.

Each recipient received a certificate along with the charitable contribution of the proceeds from the 2026 International Days Golf Tournament.

1. UTAH STATE UNIVERSITY-EASTERN	
a. ADVANCEMENT CMTE SCHOLARSHIPS (annual commitment)	\$2,000
2. UNITED WAY OF EASTERN UTAH	
a. LIVE LOVE LOCAL (annual commitment)	\$500
b. SOLES 2 SOLES SHOES	\$250
3. CHILDRENS JUSTICE CENTER	\$500
4. RADIO CANCER FUEL CARDS	\$500
5. HUMANE SOCIETY	\$500
6. ANIMAL SHELTER	\$500
7. ELKS SUB FOR SANTA	\$500
8. PRICE CITY EMERGENCY UTILITY ASSISTANCE PROGRAM	\$500
9. PRICE CITY SMOKE DETECTORS FOR SAFETY	\$500
10. PRICE CITY CHAPEL ENTRY FLAG (annual commitment)	\$1,200

f. ORDINANCE NO. 2026-004. Consideration and possible approval of an Ordinance of the Price City Council Adopting and Implementing a Landscaping Incentive Program and Related Matters.

Nick Tatton, Administrative Director explained the new construction requirements for qualifying projects which will not affect existing landscaping. Site plan approvals will also be required.

MOTION.

Councilmember Miller moved to approve Ordinance No. 2026-004 adopting and implementing a Landscaping Incentive Program and related matters. Councilmember Richardson seconded and motion carried.

g. WATERSHED PLAN EIS-HORROCKS MODIFICATION #3. Consideration and possible approval of the agreement with Horrocks to complete the Final Draft Plan EIS for the Upper Price River Watershed, including the proposed lower elevation reservoir. Total cost of services is \$226,000.00. Funding source is irrigation water leasing revenues.

Miles Nelson, Public Works Director explained that due to Carbon Canal reengaging with the Watershed Plan for the reservoir project, Horrocks needs to provide a contract modification which will include any changes and updates to the Plan EIS.

MOTION.

Councilmember Seeley moved to approve the agreement with Horrocks to complete the final draft plan EIS for the Upper Price River Watershed in the amount of \$226,000.00. Councilmember Urbanik seconded and motion carried.

h. LAND PURCHASE EWP FLOOD MITIGATION PROJECT. Consideration and possible approval to authorize staff to prepare and execute a Real Estate Purchase Contract to acquire 1.78 acres of vacant land located at approximately 1020 Covecrest Street from Michleigh Enterprises for its appraised value, to facilitate the construction of a stormwater detention basin.

Miles Nelson, Public Works Director explained that due to some flooding and debris during storms, the city is proposing to construct a stormwater and debris detention basin north of Covecrest Street. The

landowner and the city were unable to come to an agreement, so after the city paid for an appraisal of the property, it was agreed to pay \$40,000.00, the appraisal price.

MOTION.

Councilmember Seeley moved to authorize staff to prepare and execute a real estate purchase contract to acquire 1.78 acres of vacant land located at approximately 1020 Covecrest Street. Councilmember Miller seconded and motion carried.

i. PROJECT 6C-2026 PRICE CITY CRACK SEALING. Consideration and possible approval to award the two-year project to Paradigm Asphalt for \$68,820.00 per year. Six other bids were received ranging from \$75,000-\$236,000 per year. Funding source Class C Roads.

Miles Nelson, Public Works Director explained the bid process and the recommendation of awarding the project to Paradigm Asphalt.

MOTION.

Councilmember Richardson moved to approve the award for the two-year project to Paradigm Asphalt for \$68,000.00 per year. Councilmember Urbanik seconded and motion carried.

j. PROJECT 5C-2026 PRICE CITY ROAD STRIPING. Consideration and possible approval to award the two-year project to Roadrunner Striping for \$44,996.60 per year. Other bid received: Premier Striping = \$98,694.00 per year. Funding source Class C Roads.

Miles Nelson, Public Works Director reviewed the bid opening for Project 5C-2026.

MOTION.

Councilmember Seeley moved to approve the award for the two-year project to Roadrunner Striping for \$44,996.60 per year. Councilmember Miller seconded and motion carried.

5. CONSENT AGENDA

Councilmember Seeley inquired about consent agenda items 5.c. and 5.d. Miles Nelson, Public Works Director explained more on each item.

MOTION.

Councilmember Seeley moved to approve consent agenda items a. thru e. Councilmember Urbanik seconded and motion carried.

a. MINUTES for 08-26-2026 City Council.

b. ANNUAL WATER OVERAGE REQUEST. Consideration and possible approval for the annual water overage refund requests and authorization to administer additional requests received up to December 1, 2026.

c. OUTSIDE WATER USER AGREEMENT. Consideration and possible approval of an outside water user agreement for Alexandria Sherman for the property located outside of Price City limits at approximately 590 S 400 E, Parcel #02-1129-0000.

d. MEMORANDUM OF UNDERSTANDING FOR CONSTRUCTION ACCESS KK&J LIMITED PARTNERSHIP. Consideration and possible approval of a MOU with KK&J Limited Partnership for construction access for the City's spring water transmission line replacement project.

e. BUSINESS LICENSES. Glowco LLC at 48 W 200 N for Derek Way. Shit Stir Co LLC at 478 S 100 W for Michael Bjelland.

6. PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

No public comment was reported or discussed.

7. UNFINISHED BUSINESS

No unfinished business was reported or discussed.

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

Councilmember Urbanik moved to close the regular City Council meeting. Councilmember Richardson seconded and motion carried.

The regular City Council meeting was adjourned at 6:15 p.m.

APPROVED:

ATTEST:

Terry Willis, Mayor

Jaci Adams, City Recorder

REQUEST TO WRITE OFF REMAINING BALANCES ON DECEASED ACCOUNTS						
ACCOUNT #	CUSTOMER	ADDRESS	AMOUNT OWING	FINAL BILL AMOUNT	PENALTY AMOUNT	FINAL BILLED DATE
09/2026 REQUEST						
52.1960.00		1555 N CARBONVILLE RD		\$50.37	0	01/05/2026
5.4925.09		1101 S CARBON AVE #43		\$218.40	\$8.79	06/08/2026

State of Utah

Department of Criminal Justice (DOCJ)
 Utah State Capitol Complex
 East Office Building, Suite E330
 Salt Lake City, Utah 84114-2330
 Ph: (801) 538-1031

**JAG - Local Law Enforcement Block Grant (JAG - LLEBG)**DOCJ Grant # **25A162****For DOCJ Use ONLY**

This sub-award is funded by the 2025 Utah JAG Award #	15PBJA-25-GG-02891-JAGX	CFDA #	16.738
Federal Award Date (start/end)	10-1-2024 to 9-30-2028	Federal Award Amount	\$1,888,705
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, Utah 84501-1958

2. Agency Contact (Grant Project Director):	Brandon Ratcliffe
3. Phone Number:	435.636.3002
4. E-mail Address:	brandonr@priceutah.gov
5. Grant Start Date and End Date:	October 1, 2026, through March 31, 2027
6. Federal Tax Identification Number (87-?????):	87-60000265
7. Provide your Agency UEI – (Unique Entity Identifier) # here:	HDXVMTNXCH68

IMPORTANT - In addition to providing your UEI number in box 7, also be sure that your UEI registration is up to date before submitting this application. It is required by the USDOJ that you annually renew this registration before receiving JAG grant funding. To check your agency UEI registration renewal status, go to the federal **System for Award Management (SAM)** at: sam.gov

8. Application Budget Summary:

Equipment, Supplies and Operating (ESO):	\$7,500.00
Travel and Training:	\$0
Total Grant Funds (not to exceed \$7,500):	\$7,500.00

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

9. *Print Name and Title of Official Authorized to Sign

Mayor Terry Willis

10. *Signature of Official Authorized to Sign (Official authorized to sign includes: City/County Mayor, Manager or Commissioner.
For DOCJ Use ONLY

Tom Ross,
 Executive Director of DOCJ

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).

- (1) Mystaire SecureDry Forensic Evidence 32" Drying Cabinet: \$6,600.00
- (2) Spare Filter(s): \$400.00
- (3) Shipping / Freight Cost: \$500.00

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) = \$7,500.00

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. **DOCJ limits all personal vehicle mileage reimbursement to \$.4975 cents per mile.** 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) = \$7,500.00

II. UNALLOWABLE EXPENSES AND ACTIVITIES (please review before completing this application) - The following is a general list of items or activities not allowable with JAG funding. This list is not exhaustive, but should give you an idea of basic things not to request in your grant application:

- Any cell site simulator, frequently referred to as a Stingray or IMSI catcher (a device that masquerades as a cell tower).
- Non-service issued firearms handguns and long rifles (any specialized firearm) and nothing over .50 caliber.
- Non-service issued ammunition for handguns or long rifles and nothing over .50 caliber (any ammunition for above).
- Explosives and pyrotechnics (flash bangs, explosive breaching tools, grenade launchers, etc.)
- Breaching apparatus (battering ram, other entry devices)
- Riot batons, helmets, and shields.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Purchase of vehicles, vessels or aircraft of any type other than marked police patrol cars (no ATV's, motorcycles, boats, Segways, bicycles, etc.).
- Construction costs and/or renovation (including remodeling).
- Service contracts and training beyond the expiration of the grant award.
- Informant fees, rewards or buy money.
- Food, refreshments, snacks. Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.
- Pay-to-Stay - 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.
- You cannot use the grant money to pay for advertising, marketing, or outreach that promotes red flag laws to the general public
- Any expenses incurred prior to the start or end date of the grant.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees or legal services of any kind.
- Promotional items (except preauthorized under certain program areas).
- One-time events, prizes, entertainment (e.g., tours, excursions, amusement parks, sporting events) (except preauthorized under certain program areas).
- Contributions and donations.
- Management or administrative training, conferences (only pre-approved project related training).
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchase of land.
- Memberships and agency dues, unless a specific requirement of the project (prior approval required).
- Compensation to federal employees for travel or consulting fees.
- Costs in applying for this grant (e.g., consultants, grant writers, etc.).
- **Unmanned Aircraft Systems or Counter-Unmanned Aircraft Systems (C-UAS):** DOJ will not allow the purchase of unmanned aircraft systems with JAG funding as it requires prior approval from the USDOJ – Bureau of Justice Assistance. This process is too complicated and time-consuming to adapt to this particular short-term funding source.
- **Body Worn Cameras (are allowable only under the following conditions).** JAG funding can be used for Body-worn cameras and related expenses only when the recipient law enforcement agency has written and verifiable policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.
- JAG funding cannot be used as matching funds for other grants including the 50% match for the Bulletproof Vest Partnership (BVP) program.
- **Bulletproof Vests (are allowable only under the following conditions)** - requests for body armor purchases must have a written mandatory wear policy for uniformed patrol officers. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the [BVP Mandatory FAQs](#) for further guidance on this requirement. Vests must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. Uniquely Fitted Armor Vest Requirement: "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the

individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

- **Legal Services for Aliens:** Except as indicated in the following sentence, costs of providing legal services (that is, professional services of the kind lawfully provided only by individuals licensed to practice law) to any removable alien (see 8 U.S.C. § 1229a(e)(2)) or any alien otherwise unlawfully present in the United States are disallowed and may not be charged against the award.

APPENDIX 1

GRANT ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

FFY 2025

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

Revised – July 2025

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

1. The applicant assures that grant funds awarded under DOCJ 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 (DOCJ) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of federal funds received from DOCJ. 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 DOCJ 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.

The applicant agency assures that it will submit audit reports (with Management Letters) to DOCJ annually. The audit report must comply with OMB circular A-133 and be submitted to DOCJ 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 DOCJ 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-25-GG-02891-JAGX**
- Federal CFDA Number: **16.738**

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. Grant Reporting: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as DOCJ may reasonably require, including at least quarterly Financial Status Reports (FSR's), Narrative Progress Reports, quarterly Performance Measure data (PMT website) and federally required quarterly **Death in Custody Reports**. Death in Custody reporting forms will be

provided to the subgrantee by DOJ. All reports are to be submitted to DOJ 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.

6. 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.
7. 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 DOJ.
8. 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 (EEOs).
9. 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.
10. 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.
11. 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.

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 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).

(5) 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).

(6) 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.

(7) 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.

GRANT CONDITIONS: This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)

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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38: The recipient, and any

subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

3 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award): The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold: The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

5 Federal Civil Rights and Nondiscrimination Laws (certification). The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

6 Applicability of Part 200 Uniform Requirements: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

7 Reporting potential fraud, waste, and abuse, and similar misconduct: The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8 Requirements related to "de minimis" indirect cost rate: A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10 Compliance with DOJ Grants Financial Guide: References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

11 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42: The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

12 Determination of suitability to interact with participating minors: SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify process).
13 Encouragement of policies to ban text messaging while driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

14 Restrictions and certifications regarding non-disclosure agreements and related matters: No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement 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.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

15 OJP Training Guiding Principles: Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any

tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16 Requirement to report potentially duplicative funding: If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

17 The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

18 Potential imposition of additional requirements: The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

19 Requirement to report actual or imminent breach of personally identifiable information (PII): The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

20 Requirements related to System for Award Management and Universal Identifier Requirements: The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This 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).

21 Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an

applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54:

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

23 Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

24 Confidentiality of data: The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

25 Protection of human research subjects: The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

26 Compliance with 28 C.F.R. Part 23: With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

27 Justice Information Sharing: Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

28 Avoidance of duplication of networks: To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

29 Law enforcement task forces - required training: Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

30: Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
- f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

31 The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited

government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

32 Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

33 Submission of eligible records relevant to the National Instant Background Check System: Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

34 Compliance with trauma kit standards: If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

35 The recipient must comply with any and all applicable Death in Custody Reporting Act requirements, including reporting information regarding the death of any person in the state who is either detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, or any state or local contract facility, or other local or state correctional facility (including any juvenile facility). Such DCRA data must be reported to BJA on a quarterly basis.

36 Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth

Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

37 Expenditures prohibited without waiver: No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

38 No funds may be used for Counter-Unmanned Aircraft Systems (C-UAS) except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bjaj.gov/funding/uas>.

39 No funds may be used for Unmanned Aircraft Systems(UAS) except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bjaj.gov/funding/uas>.

40 In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any

subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

41 Certification of body armor "mandatory wear" policies, and compliance with NIJ standards: If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

42 The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program (ie. you cannot use the grant money to pay for advertising, marketing, or outreach that promotes red flag laws to the general public).

43 Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction.

A. For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—

(a) through any database,

(b) in connection with any law enforcement partnership or task-force,

- (c) in connection with any request for law enforcement assistance or -cooperation, or
 - (d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
 - (3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
 - (4) the term "public disclosure" means any communication or release other than one—
 - (a) within the recipient, or
 - (b) to any subrecipient (at any tier) that is a government entity.
- B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
- C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

44 Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
 - (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
 - (2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
 - (2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - (4) "DHS" means the U.S. Department of Homeland Security.
 - B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
 - C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

45 Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.

Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal

alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity." With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability.

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

46 Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities.

Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated

for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 U.S.C. 1227(a)(2), or

(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

47 Legal Services for Aliens: Except as indicated in the following sentence, costs of providing legal services (that is, professional services of the kind lawfully provided only by individuals licensed to practice law) to any removable alien (see 8 U.S.C. § 1229a(e)(2)) or any alien otherwise unlawfully present in the United States are disallowed and may not be charged against the award.

Costs for legal services disallowed under the preceding sentence do not include costs for legal services— (1) to obtain protection orders for victims of crime (including associated or related orders (e.g., custody orders), arising from the victimization); (2) that are associated with or relate to actions under 18 U.S.C. ch. 77 (peonage, slavery, and trafficking in persons); (3) to obtain T-visas, U-visas, or "continued presence" immigration status (see, e.g., 8 U.S.C. § 1101(a)(15)(T) & (U); 22 U.S.C. § 7105(c)(3)(A)); or (4) as to which such disallowance would contravene any express requirement of any law, or of any judicial ruling, governing or applicable to the award. [DOJ Financial Guide, 3.13. Unallowable Costs.](#)

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

49 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.

50 Grant Contract Revisions and Cancellations: This contract covers grant funding administered by the State of Utah, Department of Criminal Justice (DOCJ), and is designed to maintain public safety services. DOCJ will move forward with this agreement understanding that any new grant guidance reflecting the State's revised policies and priorities may be issued this year or in subsequent years. New guidance could impact the terms, conditions, and funding availability for any grants executed from this solicitation. DOCJ 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. Awarded funding pursuant to this solicitation, including the terms, conditions, and availability of continued funding are subject to future communications and guidance from the State.

**Memorandum of Understanding
Price City Spring Transmission Line Replacement Project
Construction Access**

PARTIES:

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between **Price City** (hereinafter referred to as "the City") and **KK&J Limited Partnership** (hereinafter referred to as "the Owner").

PURPOSE:

The purpose of this MOU is to define the roles and responsibilities regarding the use of the Owner's property and existing access roads for access to the construction site for the **Price City Spring Transmission Line Replacement Project**.

PROPERTY DESCRIPTION:

The project area involves two parcels located near the Colton UDOT sheds on Highway 6:

- (33-058-0043) 412.29 Acres
- (33-058-0021) 40.00 Acres

WHEREAS, the City requires access during construction for the aforementioned pipeline project; and **WHEREAS**, the Owner agrees to provide access to his property for these purposes subject to the conditions outlined below;

NOW, THEREFORE, the parties agree to the following preliminary responsibilities:

I. RESPONSIBILITIES OF PRICE CITY

The City (including its designated contractors) shall:

1. **Restoration:** Any environmental damage, cleanup, or reclamation must be corrected immediately. Restore all roadways disturbed by project activities upon completion of the work.
2. **Site Access:** Ensure that the Owner's access to his property remains unobstructed at all times.
3. **Gate Security:**

Road Access Construction: Price City shall construct an 18-foot-wide access road transitioning from the Highway 96 gate to the existing road to the east, using a minimum of 6 inches of compacted road base. The length of transition road is approximately 250 feet. Operational Security. All gates on the Property must remain securely closed at all times.

North Property Line Gate. Price City shall, at its sole expense, purchase and install a new 20-foot-wide gate at the north property line. The gate must feature two 10-foot panels engineered to effectively exclude sheep.

Highway 96 Entrance Gate. The Owner shall manufacture and deliver a gate measuring between 18 and 20 feet wide to the project site, constructed in accordance with John Houston's standards. Price City shall subsequently install the Owner-provided gate at the Highway 96 entrance in accordance with John Houston's installation standards.

4. **Documentation:** Capture "pre-construction" photographs of the property to establish a baseline of the access road's condition before any disturbance occurs.
5. **Road Improvements:** Once the project has been completed, the roads will be restored to pre-project conditions unless the owner specifies otherwise. The restoration process will require approval from the landowner.

The landowner will determine the damaged areas of the road that will require repairs.

Any damage to the access road gates will be corrected in a timely manner. The result must achieve preconstruction condition and operation.

6. **Covenant Running with Land.** This Agreement, including all easements, rights, and obligations created by it, constitutes a covenant running with the land. It binds and inures to the benefit of the Parties and their respective heirs, successors, and assigns, including any future owners of the project area. The rights granted herein are strictly limited to access required for the construction, operation, and maintenance of the City's springs and water transmission line, and shall not be construed to grant any broader rights of use or access.
7. **Existing Easements:** The City acknowledges and agrees that its use of the property and access roads is subject to any and all existing easements of record. The City shall ensure that construction activities do not interfere with, damage, or unreasonably obstruct any pre-existing easements or utility corridors. The City's right to use such property and access roads is granted solely for the purpose of the construction, operation, and maintenance of the City's springs and water transmission line.

II. RESPONSIBILITIES OF THE OWNER

The Owner shall:

1. **Access Rights:**

Grant of Access and Key Control. The Landowner hereby grants Price City (the "City") and its authorized contractors a temporary, non-exclusive right to utilize the existing access road solely for activities directly related to the construction project.

2. **Access Rights and Existing Easements:** Grants the City and its contractors full use of the existing access road during construction. Both parties acknowledge that this access is granted subject to all existing, recorded easements and encumbrances on the property.

FOR PRICE CITY

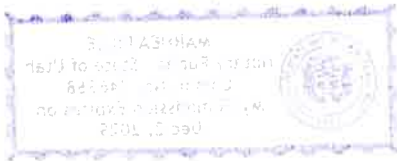
Terry Willis
Terry Willis
Price City Mayor

9-9-2026
Date

FOR KK&J Limited Partnership

Kim Slaymaker
Kim Slaymaker
Secretary

9-1-24
Date



STATE OF UTAH)

: ss.

COUNTY OF CARBON)

On 9th September ~~August~~, 2026, personally appeared before me TERRY WILLIS, Mayor of Price City, a signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Jaci Adams
Notary Public

STATE OF UTAH)

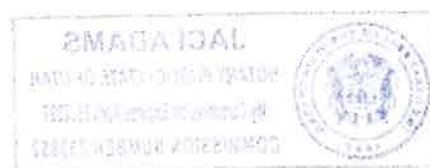
Salt Lake
COUNTY OF ~~CARBON~~)

: SS.

On 1 ^{sept} ~~August~~, 2026, personally appeared before me Kim Slaymaker, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Marhea Dille

Notary Public



BUSINESS LICENSES

Account No: 3902
 Business Activity: _____
 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): <u>Skin by Liv LLC</u>				
If Name Change, list previous name: _____				
Business Address: <u>60 W Main St.</u>			Suite/Apt. No.: _____	
City: <u>Price</u>		State: <u>UT</u>		Zip Code: <u>84501</u>
Business Telephone: <u>(435) 881-0810</u>		Business E-mail: <u>skinnbyliv@gmail.com</u>		Business Fax: _____
Mailing Address (if different): <u>140 N. Cedar Hills Dr. Apt. 3B</u>			City: <u>Price</u>	State: <u>UT</u>
			Zip Code: <u>84501</u>	
Property Owner's Name: <u>Sadie Waller</u>			Property Owner's Telephone: <u>(435) 705-8055</u>	
Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC (Include copy of name registration with the State of Utah)				
Type of Business: ☒ Commercial ☐ Home Occupation (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: <u>Oct. 1st</u> Business Hours: From <u>9</u> To <u>6</u> <u>MTWTFSS</u> <u>SU</u> (please circle)				
Detailed Description of Business: <u>I am a licensed master esthetician who offers full body sugar waxing, eyelash extensions, lash lifts and tints, microneedling, chemical peels, microdermabrasion treatments, brow tints, laminations, and enzyme facials.</u>				
State Sales Tax I.D. No. (Include copy or proof of exemption): _____			Federal Tax I.D. No. (Include copy): <u>42-3605828</u>	
State License No. (Include copy): <u>14616811-0160</u>			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				