

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



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City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
TERRY WILLIS

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 11/10/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
 2. ROLL CALL
 3. PUBLIC COMMENT
 4. COUNCILMEMBERS REPORT
 5. LIBRARY LOGO - Consideration and possible approval of a Price City Library logo.
 6. RESOLUTION NO. 2015-23 - Consideration and possible approval of a resolution authorizing and directing deposit of funds to a committed fund balance.
 7. PUBLIC HEARING - A Public Hearing on the Price City Water and Sewer Revenue Bonds, Series 2015 in the amount not to exceed \$800,000 for Water and Sewer System Improvements and related matters.
 8. RESOLUTION 2015-22 - A resolution authorizing \$600,000 Water and Sewer Revenue Bonds, Series 2015 to finance water system and sewer system improvements and related improvements, and related matters.
- PLANNING AND ZONING COMMISSION -
9. Conditional Use Permit
 - a. URGENT CARE CLINIC - Consideration and possible concept approval only for the development of an urgent care medical clinic facility at 314 E 100 N within the Commercial 1 (C-1) zoning district, Castlevue Hospital, Mr. Mark C. Holyoak.
 - SANDWICH AND HOT DOG RESTAURANT - Consideration and possible approval of an eating place: Food consumed on premises land use located at 15 East Main Street, called Squiggys Subs and Dogs, Reed Phillips.
- CONSENT AGENDA
10. MINUTES
 - a. October 28, 2015 City Council Meeting
 11. EASY PROGRAM REIMBURSEMENT - Consideration and possible approval of an EASY Program reimbursement for electrical efficiency and plumbing upgrades at Market Express at 850 S Carbon Avenue.
 12. DEVELOPMENT AGREEMENT - Consideration and possible approval of a development agreement regarding property sale from Price City to Beehive Homes, Mr. Richard Nuffer, including site preparation and installation of infrastructure in the public right of way by Beehive Homes, employment, construction schedule(s) and other related matters at 75 East 500 North to accommodate

- development of a Beehive Homes assisted living facility.
13. BUSINESS LICENSES - Squiggy's Subs N' Dogs at 15 East Main, Barker Home Improvements at 635 South 400 East and Artful Creations at 450 East 300 South.
 14. TRAVEL REQUEST - Russell Seeley, Utah City Engineers Association Winter Conference, January 21-22, 2016, St. George, UT
 15. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS - CULTURE CONNECTION
 - d. INTERNATIONAL DAYS
 16. UNFINISHED BUSINESS
 - a. Recycling

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

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



P C L

PRICE CITY LIBRARY

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
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LISA RICHENS



Price City

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UTAH'S CASTLE COUNTRY!!

City Council

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LAYNE MILLER
TERRI WILLIS

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 10-29-15	Submitting Department: Community Development
Meeting Date: 11-10-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Development of Beehive Homes Memory Care Facility	

Subject:	Development Agreement and Property Sale Funds Commitment Resolution
Purpose Statement:	Complete approval of the Economic Development-Development Agreement and Resolution Committing Property Sale Funds usage.
Background &/or Alternatives:	On 10-28-15 the City Council accepted a bid for the purchase of real property from Mr. Richard Nuffer, Beehive Homes for a 2.5 acre parcel of ground at approximately 75 E 500 N for development of an assisted living facility. That approval was contingent upon the following: (1) completion of a development agreement; (2) commitment of the proceeds of the sale to a fund for the improvement of real property only; (3) final completion of the subdivision plat and recording of the plat; and (4) closing of the sale.
Attachments:	<ol style="list-style-type: none"> 1. Copy of Development Agreement 2. Copy of Funds Commitment Resolution
Fiscal Impact:	Direct \$50,000 to Price City-committed for use to improve other real property parcels. Potential indirect benefit of annual property tax and economic development created by the operation.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the documents, policy, the procedure and the transaction contemplated and has approved as to form.
Recommendation:	It is the recommendation of staff that the development agreement be approved and the resolution approved.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve Resolution No. _____, A Resolution Authorizing and Directing Deposit of Funds to a Committed Fund Balance. 2. Move to authorize the Mayor and City Recorder to sign the resolution on behalf of Price City. 3. Move to authorize staff to complete the necessary work and transaction and related matters necessary to administer the terms of the resolution. 4. Move to approve A Development Agreement Regarding Property Sale From Price City to Beehive Homes, Mr. Richard Nuffer, Including site Preparation and Installation of Infrastructure in the Public Right of Way by Beehive Homes, Employment, Construction

	<p>Schedule(s) and Other Related Matters at 75 East 500 North, Parcel #_____ to Accommodate Development of a Beehive Homes Assisted Living Facility.</p> <ol style="list-style-type: none">5. Move to authorize the Mayor and City Recorder to sign the agreement on behalf of Price City.6. Move to authorize staff to complete the necessary work and transaction and related matters necessary to finalize the development agreement
Other Comments:	<p>Sale will close using a Special Warranty Deed to facilitate financing of the development project. Final copies of closing documents will be provided upon completion of the transaction.</p> <p>As of this writing the final subdivision plat has not been recorded and the final property ID number is not available for the development agreement. It will be inserted as available and prior to final execution of the development agreement.</p>

DEVELOPMENT AGREEMENT REGARDING PROPERTY SALE FROM PRICE CITY TO BEEHIVE HOMES, MR. RICHARD NUFFER, INCLUDING SITE PREPARATION AND INSTALLATION OF INFRASTRUCTURE IN THE PUBLIC RIGHT-OF-WAY BY BEEHIVE HOMES, EMPLOYMENT, CONSTRUCTION SCHEDULE(S) AND OTHER RELATED MATTERS AT 75 EAST 500 NORTH ON PARCEL # _____ TO ACCOMMODATE DEVELOPMENT OF A “BEEHIVE HOMES” ASSISTED LIVING FACILITY.

Purpose: The purpose of this agreement is to solidify negotiations between Price City and Beehive Homes, Mr. Richard Nuffer regarding (1) the sale by Price City to Beehive Homes real property, identified as parcel # _____; (2) imminent preparation of the site and development/construction schedule at approximately 75 E 500 N for development; and, (3) installation of infrastructure in the public right-of-way; (4) new incremental employment at the location; (5) other related development matters. See map in **Exhibit A**.

Parties: This agreement is made and entered into by and between the Price Municipal Corporation (“City”), 185 East Main Street, Price, Utah 84501 Beehive Homes, Mr. Richard Nuffer (Developer), P.O. Box 129, Elmo, Utah 84521.

Term: The term of this agreement commences on November 1st, 2015 and will terminate upon successful completion of the development requirements described below or December 31st, 2018, whichever event occurs first.

The parties identified above hereby agree to the following:

Developer Shall:

- Complete a real estate transaction and deed restriction(s), as applicable, to purchase the property identified above and in **Exhibit A** from City to developer at a time and place identified by City on or before March 1, 2016. Developer to pay all costs associated with completion of the real estate purchase-sale transaction.
- At its own cost complete all required public infrastructure improvements and roadway restoration fronting the development area along Park Drive and along 500 North, as indicated in the approved final site plan, including curb, gutter, sidewalk, planter/parking strip, storm water drainage and roadway restoration.
- Commence all site work and development/construction work contemplated herein no later than March 1st, 2016.
- Complete all site work consistent with final site plan approval by the Price City Planning and Zoning Commission and complete and record a land subdivision plat consistent with all Price City ordinances. Final site plan and subdivision plat to be fully approved by the Price City Planning Commission on or before March 1, 2016.
- Employ at the 75 E 500 N Price City, Utah location no less than ten (10) Full Time Equivalent (FTE) positions that are paid a minimum of one-hundred ten percent (110%) of the per position wage, as reported by the Utah State Department of Workforce Services for the respective employment position on or before December 31, 2016. Developer to provide quarterly reports to City for verification of new incremental employment positions through December 31, 2018.
- Begin active construction of assisted living building #2 on the site and/or construction of up to eight (8) Beehive Cottage structures on the site for independent senior housing on or before July 1, 2018.
- Ensure and guarantee, by way of a deed restriction to be placed on parcel # _____, that the property shall not be sold, gifted or transferred to a non-taxable entity in the future. Property must remain used for residential purposes or property to revert to Price City ownership or a Payment In-Lieu of Taxes (PILT) shall be paid to Price City at the prevailing property tax rate. Price City to hold option of property reversion or PILT.

City Shall:

- Complete a real estate transaction to sell the property identified above and in **Exhibit A** from City to Developer at a time and place identified by City on or before March 1, 2016.
- Provide Price City Planning and Zoning Commission and Price City staff in such a manner as to facilitate Developer comply with all terms and conditions of this Development Agreement.

SIGNED THIS _____ DAY OF _____, 2015.

Price Municipal Corporation

By Joe L. Piccolo, Mayor

Richard Nuffer

ATTEST:

Sherrie Gordon, City Recorder

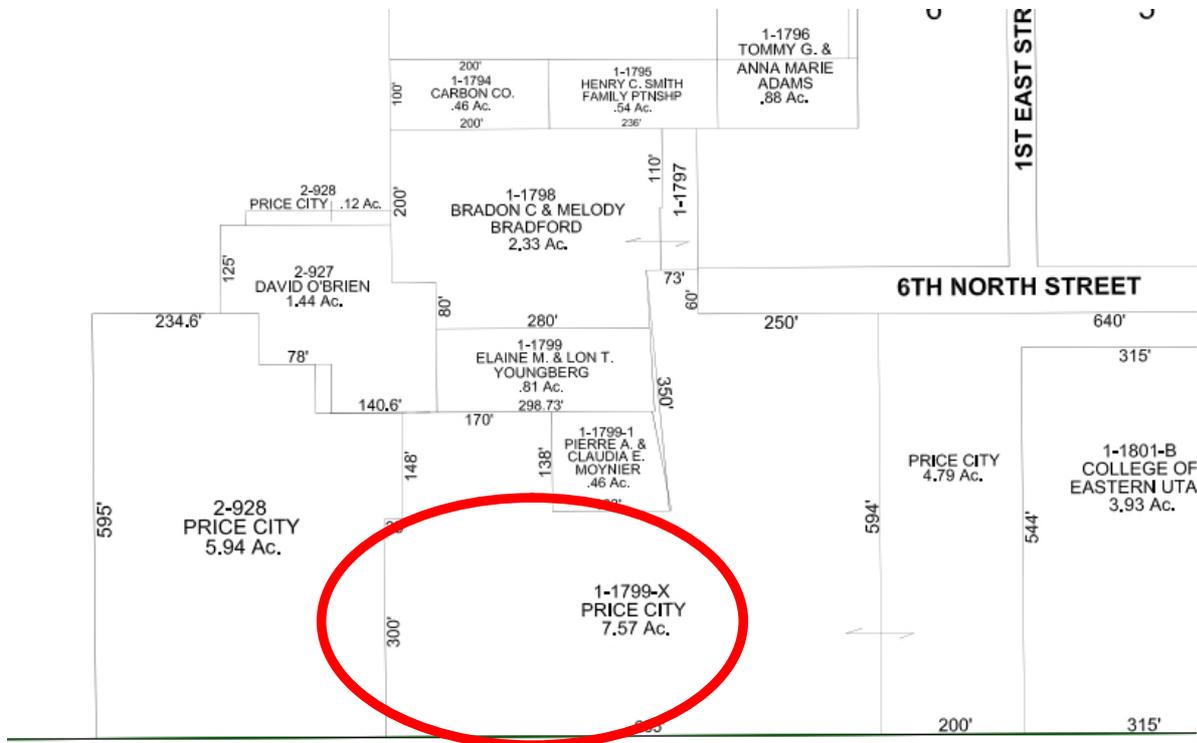
**EXHIBIT A
MAP OF PARCEL**

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PRICE CITY, STATE OF UTAH, WHICH IS IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS WITH A BEARING OF NORTH 89°53'51" WEST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 16 USED AS THE BASIS OF BEARINGS.

BEGINNING AT A POINT WHICH IS LOCATED 1136.66 FEET, NORTH 89°53'51" WEST ALONG THE SECTION LINE AND 2693.34 FEET, SOUTH 0°06'09" WEST FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 87° 49'02" WEST, 53.52 FEET; THENCE NORTH 7° 11'14" WEST, 118.29 FEET; THENCE NORTH 10° 05'13" EAST, 68.77 FEET; THENCE NORTH 31° 24'29" EAST, 68.59 FEET; THENCE NORTH 42° 31'38" EAST, 62.55 FEET; THENCE SOUTH 85° 10'19" EAST, 111.32 FEET; THENCE SOUTH 89° 07'47" EAST, 95.64 FEET; THENCE NORTH 67° 57'26" EAST, 37.58 FEET TO A POINT WHICH IS LOCATED 10.0 FEET WESTERLY AND PARALLEL WITH A TOP BACK OF CONCRETE CURB, SOUTH 39° 43'09" EAST, 41.49 FEET; THENCE SOUTH 40° 23'02" EAST, 74.97 FEET; THENCE SOUTH 29° 09'45" EAST, 5.71 FEET; THENCE SOUTH 16° 33'13" EAST 60.63 FEET; THENCE SOUTH 8° 04'11" EAST, 5.86 FEE; THENCE SOUTH 1° 18'11" EAST, 116.68 FEET; THENCE SOUTH 34° 09'10" WEST, 13.44 FEE; THENCE SOUTH 89° 09'03" WEST WHICH IS 10.0 FEET NORTHERLY AND PARALLEL WITH THE TOP BACK OF CONCRETE CURB FOR A PORTION OF THIS DISTANCE, 354 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.50 ACRES, MORE OR LESS.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING DEPOSIT OF FUNDS TO A COMMITTED FUND BALANCE.

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, establishing a hierarchy classifying the constraints that govern how a government entity may use amounts reported as a fund balance; and,

WHEREAS, the Price City Council is the highest level of decision making authority and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed funds; and,

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Price City Council prior to redirecting the funds to other purposes; and,

WHEREAS, the Price City Council has determined the method all monies generated through the lease, rent, sale or other revenue generating activities of government-type real property shall be accounted for as part of the Price City Real Property Management Policy;

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

Section 1. THAT, in accordance with the provisions of GASB 54 and the Price City Real Property Management Policy, Price City hereby commits \$50,000.00 received as payment for the purchase of real property from Richard Nuffer, Beehive Homes, for the improvement and/or maintenance of existing properties, purchase of new properties, or investment in properties which will benefit the City, as indicted by the Committed Fund Classification.

Section 2. THAT funds referenced in Section 1 above cannot be used for any purpose other than directed above, unless the Price City Council adopts another resolution to remove or change the committed funds classification constraint.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2015.

PRICE MUNICIPAL CORPORATION

By: Joe L. Piccolo, Mayor

ATTEST:

Sherrie Gordon, City Recorder

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on October 14, 2015, the City Council (the "Council") of Price City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance and sale of the Issuer's Water and Sewer Revenue Bonds (herein, the "Bonds") in an aggregate principal amount not to exceed \$800,000, to bear interest at a rate or rates not to exceed 2.5% per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at a price not less than ninety-nine percent (99%) of the total principal amount thereof. If Bonds are issued in the full amount above, and carried to maximum maturity, at the maximum interest rate, then the amount to be repaid will be approximately \$1,076,680. However, the Issuer anticipates that the Bonds will not be issued in an amount in excess of \$600,000 at an interest rate of not more than two and one-half percent (2.50%) per annum, to be repaid over 20 years, in which event the amount to be repaid will be approximately \$763,060. Presently, the Issuer has no more than \$9,061,615 in outstanding bonds secured by a pledge of water and sewer revenues.

NOTICE IS FURTHER GIVEN that the Issuer called a public hearing for the purpose of inviting public comment on the proposed issuance of the Bonds and the economic impact that the improvements proposed to be financed with the Bonds will have on the private sector. No taxes will be pledged to secure the Bonds. The public hearing will be held on November 10, 2015, at 5:30 p.m. or as soon thereafter as feasible, at Price City Offices located at 185 E. Main, Price, Utah.

The Bonds will be issued pursuant to the Resolution and a Final Bond Resolution to be adopted authorizing and confirming the sale of the Bonds (the "Final Bond Resolution") for the purposes of (i) financing improvements to the Issuer's water system and sewer system and related matters, and (ii) paying the costs of issuing the Bonds.

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

Copies of the Bond Resolutions are on file in the office of the City Recorder of the Issuer in Price, Utah, where they may be examined during regular business hours, i.e., between 8:00 a.m. and 4:00 p.m., Monday through Friday, for at least thirty (30) days from and after the date of publication of this notice.

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

DATED: October 14, 2015.

/s/ Sherrie Gordon
City Recorder

PRICE CITY, UTAH

**WATER AND SEWER REVENUE BONDS
FINAL BOND RESOLUTION
November 10, 2015**

RESOLUTION NO. 2015-22

A RESOLUTION AUTHORIZING \$600,000 WATER AND SEWER REVENUE BONDS, SERIES 2015 TO FINANCE WATER SYSTEM AND SEWER SYSTEM IMPROVEMENTS AND RELATED IMPROVEMENTS, AND RELATED MATTERS.

WHEREAS, Price City, Carbon County, Utah (the “Issuer”), desires to construct improvements to its water system and sewer system and related improvements (the “Project”) and desires to finance those improvements by issuing its Water and Sewer Revenue Bonds, Series 2015 in the total principal amount of \$600,000 (the “Series 2015 Bonds”); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer’s water system or sewer system; and

WHEREAS, the Series 2015 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2015 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer’s System (as those terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and, with the exception of the Issuer’s Outstanding Obligations, the revenues to be derived by the Issuer from the operation of the System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2015 Bonds; and

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

WHEREAS, the Issuer has been advised that the System will generate sufficient revenues to pay for operation and maintenance of the System as well as debt service on all proposed and Outstanding Obligations secured by the revenues of the System, including the Series 2015 Bonds authorized herein; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the “Community Impact Board”) has offered to purchase at par the Issuer’s Series 2015

Bonds in the total principal amount of \$600,000 bearing interest at the rate of two and one-half percent (2.50%) per annum; and

WHEREAS, the Issuer desires to accept the offer of the Community Impact Board and confirm the sale of the Series 2015 Bonds to the Community Impact Board; and

NOW, THEREFORE, Be It Resolved by the City Council of Price City, Carbon County, Utah, as follows:

ARTICLE I

DEFINITIONS

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

“Annual Debt Service” means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2015 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2015 Bonds and which are secured by the Revenues of the System.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2015 Bond, the issuance of which is authorized herein.

“Bonds” means the Outstanding Obligations, the Series 2015 Bonds and any refunding bonds or Parity Bonds issued under section 4.2.

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

“Community Impact Board” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

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

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2015 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the agreement entered into among the Issuer, the Community Impact Board, and the Escrow Agent on the date of delivery of the Series 2015 Bonds.

“Exchange Bonds” means the fully registered Series 2015 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2015 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2015 Bonds authorized herein.

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

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

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

“Outstanding Obligations” means collectively the Issuer’s (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest on the Series 2015 Bonds on behalf of the Issuer. The initial paying agent for the Series 2015 Bonds is the Finance Director of the Issuer.

“Project” means the construction of improvements to the Issuer’s System, including all equipment and necessary appurtenances thereof.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2015 Bonds on behalf of the Issuer. The initial Registrar for the Series 2015 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, [any impact fees imposed to finance the Project,] connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

“Series 2015 Bond or Bonds” means the Issuer’s Water and Sewer Revenue Bonds, Series 2015 in the total principal amount of \$600,000 bearing interest at the rate of two and one-half percent (2.50%) per annum and purchased by the Community Impact Board.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2015 Bonds and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2015 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of the Series 2015 Bonds.

“System” means the whole and each and every part of the water system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and each and every part of the wastewater or sewer system of the Issuer, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

ARTICLE II

ISSUANCE OF SERIES 2015 BONDS

Section 2.1. Principal Amount, Designation Series and Interest Rate. The Series 2015 Bonds are hereby authorized for issuance for the purpose of providing funds (i) to finance a portion the Project and (ii) to pay the costs of issuing the Series 2015 Bonds. The Series 2015 Bonds shall be limited to \$600,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of two and one-half percent (2.50%) per annum, and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2015 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2015 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2015 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Water and Sewer Revenue Bonds, Series 2015."

The Series 2015 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2015 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Obligations.

Section 2.2. Date and Maturities. The Series 2015 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2015 Bonds shall be initially issued as one Fully Registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2015 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the Series 2015 Bonds, payments of principal and interest on the Series 2015 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Community Impact Board is the Registered Owner of the Series 2015 Bond, in lieu of presentation or the surrender of the Series 2015 Bond to the Paying Agent for notations by the Paying Agent of such payments, the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2015 Bond.

Interest shall begin to accrue on the unpaid principal balance of the Series 2015 Bonds on July 1, 2016, and shall be payable on July 1, 2017, and shall be payable annually thereafter on each July 1. The principal of the Series 2015 Bonds shall be payable in installments on July 1 of each year, in the years and the amounts as follows:

<u>July 1</u>	<u>Principal Maturing</u>
2017	\$23,000
2018	24,000
2019	25,000
2020	25,000
2021	26,000
2022	27,000
2023	27,000
2024	28,000
2025	29,000
2026	29,000
2027	30,000
2028	31,000
2029	32,000
2030	32,000
2031	33,000
2032	34,000
2033	35,000
2034	36,000
2035	37,000
2036	37,000

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of grant and loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2015 Bonds within the parameters set forth in the Notice of Public Hearing published once each week for two consecutive weeks with the first publication being at least 14 days before this resolution and also posted on the Utah Public Notice Website at least 14 before this resolution, which parameters are in the aggregate principal amount of not to exceed \$800,000, to bear interest at the rate or rates not to exceed two and one-half percent (2.50%) per annum, to mature in not more than 25 years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, and all other terms of the Series 2015 Bonds, and to approve and execute all documents related to the issuance of the Series 2015 Bonds. The City Recorder is authorized to attest such signatures and apply the Issuer's seal as appropriate

In the event the Series 2015 Bonds are not issued during the calendar year 2015, then the denomination of the Bonds and series designation shall be modified to correspond to the year in which they are issued.

Section 2.3. Optional Redemption and Redemption Prices. Each principal payment of the Series 2015 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2015 Bonds of a particular due date are to be redeemed, upon notice as provided in 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Community Impact Board with respect to the Series 2015 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

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

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

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

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

(v) the redemption price;

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

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name

and address of the redemption agent with the name of a contact person and telephone number.

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

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

Notice of redemption shall be given not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2015 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2015 Bonds actually receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of the Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2015 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2015 Bond, a new Series 2015 Bond in principal amount equal to the unredeemed portion of such Series 2015 Bond will be issued.

Section 2.5. Execution and Delivery of the Series 2015 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2015 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2015 Bonds and to have placed on the Series 2015 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Community Impact Board the Series 2015 Bonds upon payment to the Issuer of the proceeds of the Series 2015 Bonds.

Section 2.6. Delinquent Payment. Payments of principal and/or interest on the Series 2015 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from such due date until paid in full.

Section 2.7. Exchange of State Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2015 Bonds, the Series 2015 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series

2015 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2015 Bonds pursuant to the State Financing Consolidation Act or otherwise, the Series 2015 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2015 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act or otherwise shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2015 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2015 Bonds for Exchange Bonds, provided that the Community Impact Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2015 Bonds; Persons Treated as Owners. The Series 2015 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2015 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2015 Bonds. Any Series 2015 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2015 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2015 Bond as provided herein, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2015 Bond of the same maturity and series for a like aggregate principal amount as the Series 2015 Bond surrendered for transfer. Series 2015 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2015 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2015 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2015 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2015 Bond for redemption.

Series 2015 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2015 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2015 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2015 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2015 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2015 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2015 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2015 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be transferred as soon as practicable (a) first to each party or entity, other than the Issuer, contributing grant funds to the Project in proportion to the amount of grant funds originally deposited into the Escrow Account and (b) then to the “Sinking Fund” established hereunder, and shall be used only for the prepayment of the Series 2015 Bonds in inverse order of maturity. Proceeds from the sale of the Series 2015 Bonds on deposit in the Escrow Account may, at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2015 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2015 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2015 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2015 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2015 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2015 Bonds, and until all the Series 2015 Bonds have been fully paid, the Revenues shall be set aside into Price City, Utah Water and Sewer Revenue Fund referred to herein as “Revenue Fund,” hereby established, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

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

Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account shall be allocated to the “Price City, Utah, Water and Sewer Revenue Bond Sinking Fund” (the “Sinking Fund”) hereby establish:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the “Bond Account” such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2015 Bonds as shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside monthly on or before the tenth day of each month with respect to the Outstanding Obligations is set forth in the documents authorizing those obligations. (B) The amount to be set aside with respect to the Series 2015 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before the tenth day of each month, beginning June 10, 2017 and shall equal 1/12 of the amount of the principal on the payment next due on the Series 2015 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2015 Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2015 Bonds and all Outstanding Obligations as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest on the Outstanding Obligations and Series 2015 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning June 10, 2017 to the “Reserve Account – Series 2015” established on the books of the Issuer the sum of \$540, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2015 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$38,925. (In the event insufficient moneys are available to make full allocation to each reserve account, such moneys shall be allocated pro rata based on the monthly allocation requirement of

each such reserve fund.) Amounts allocated to the reserve accounts for the Outstanding Obligations and the Reserve Account – Series 2015 (collectively, the “Reserve Accounts”) shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and Series 2015 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Accounts have been accumulated as in this paragraph provided, no further allocations to the Reserve Accounts need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Accounts have been made, may be used by the Issuer (a) to prepay or redeem the Outstanding Obligations and/or the Series 2015 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

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

Section 3.5. Investment of Funds. Any funds allocated to the Bond Account and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Accounts shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Accounts are fully funded as provided herein. In the event the balance in the Reserve Accounts is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective reserve account until total deposits in the Reserve Accounts shall equal the amount required to fully fund the Reserve Accounts. There shall not be required to be in the Bond Account and the Reserve Accounts at any time more than the total amount required to pay the total principal of and interest due on the Outstanding Obligations and the Series 2015 Bonds. Whenever the money in the Bond Account and the Reserve Accounts equal the total principal amount of the Outstanding Obligations and Series 2015 Bonds outstanding plus accrued interest thereon, the money in those accounts shall be used to prepay all of the Outstanding Obligations and Series 2015 Bonds then outstanding.

ARTICLE IV
COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2015 Bonds the following:

(a) The rates for all water and sewer service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2015 Bonds and the Outstanding Obligations, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2015 Bonds, the Outstanding Obligations and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water and sewer services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenance Expenses of the System and the payment of the Series 2015 Bonds and the Outstanding Obligations, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4 of this Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

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

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

(d) So long as any Series 2015 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants,

showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by Bondholders upon request; provided, however, during such periods of time as the Community Impact Fund Board is the Registered Owner of the Series 2015 Bonds, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

(i) A statement in detail of the income and expenditures of the System for such Sinking Fund Year;

(ii) A balance sheet as of the end of such Sinking Fund Year;

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

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

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

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

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

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

(e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Community Impact Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Series 2015 Bonds.

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

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

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

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

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

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

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or

which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing water or sewer system within its limits, as long as the Series 2015 Bonds authorized herein remain outstanding.

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

(n) All payments falling due on the Series 2015 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

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

(p) The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2015 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2015 Bonds.

(q) The Issuer further covenants and agrees to and for the benefit of the registered owners of the Series 2015 Bonds that the Issuer (i) will not take any action that would cause interest on the Series 2015 Bonds to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2015 Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2015 Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on such Series 2015 Bonds.

(r) The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series 2015 Bond is not an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations promulgated or proposed in relation thereto.

The Issuer covenants and certifies to and for the benefit of the Registered Owners of the Series 2015 Bonds that no use will be made of the proceeds from the issue and sale of the Series 2015 Bonds, or any funds or accounts of the Issuer which may be deemed to be gross proceeds of the Series 2015 Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of the Series 2015 Bonds, would have caused the Series 2015 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2015 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated with respect thereto

Section 4.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer payable out of Net Revenues and on a priority superior to the Series 2015 Bonds shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2015 Bonds. Furthermore, the Series 2015 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2015 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2015 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2015 Bonds.

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

(a) The Series 2015 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2015 Bonds except that if fewer than all of the Series 2015 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the Series 2015 Bonds that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. With the consent of the Bondholders, refunding bonds may be exchanged for not less than a like principal amount of the Series 2015 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2015 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2015 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as “Parity Bonds”):

(i) The Net Revenues for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds then outstanding (other than those to be refunded by the Parity Bonds proposed to be issued) and the Parity Bonds proposed to be issued. For purposes of this subsection (b)(i), Net Revenues for the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water and/or sewer rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this subsection (b)(i) may be waived or modified by the written consent of the Registered Owners of 100% of the principal amount of the Bonds then outstanding.

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

(iii) The proceedings authorizing such Parity Bonds must provide that the aggregate amount required to be accumulated in the Reserve Accounts shall be (a) no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and (b) accumulated within six (6) years after delivery of such Parity Bonds.

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

(c) The Issuer acknowledges that the additional bonds tests applicable to the Outstanding Obligations are as set forth in Sections 5.2, 5.3 and 5.4 in Exhibit C attached hereto and the Issuer hereby covenants and agrees to abide by such tests so long as any of the Outstanding Obligations remain outstanding.

Section 4.3. Bank Designation. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2015 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2015 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of

the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2015, does not exceed \$10,000,000.

Section 4.4. Arbitrage Rebate Exemption for Small Issuer. The Issuer hereby certifies for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Series 2015 Bonds (the “Rebate Exemption”) as follows:

(a) The Series 2015 Bonds are issued by the Issuer which has general taxing powers.

(b) Neither the Series 2015 Bonds nor any portion thereof is a private activity bond as defined in Section 141 of the Code (“Private Activity Bond”).

(c) Ninety-five percent (95%) or more of the net proceeds of the Series 2015 Bonds are to be used for local government activities of the Issuer (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Issuer).

(d) Neither the Issuer nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt bonds other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during calendar year 2015, which in the aggregate would exceed \$5,000,000.

For purposes of this Section 4.4, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Issuer, (b) derives its issuing authority from the Issuer, or (c) is subject to substantial control by the Issuer.

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

Accordingly, the Issuer will qualify for the Rebate Exemption granted to small governmental units under Section 148(f)(4)(D) of the Code, and the Issuer shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to the Series 2015 Bonds.

ARTICLE V

MISCELLANEOUS

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

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2015 Bonds (the "Interest Penalty"), the Interest Penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

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

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

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2015 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2015 Bonds have been paid in full except as hereinafter provided.

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

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment (the "Amendment Notice") to be sent to all Bondholders of all Series 2015 Bonds then outstanding. The Amendment Notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in

the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in the Amendment Notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2015 Bonds outstanding, the governing body of the Issuer may adopt the amendatory resolution and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Bond Resolution which would (a) extend the stated maturity or reduce the principal amount of the Series 2015 Bonds or reduce the rate of or extend the time for paying the interest on delinquent payments of principal of on the Series 2015 Bonds, without the consent of the holders of all the Series 2015 Bonds, (b) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of the holders of all the Series 2015 Bonds which would be affected by such reduction or extension, (c) change the rights of the holders of less than all Series 2015 Bonds then outstanding, without the consent of the holders of all the Series 2015 Bonds at the time outstanding which would be affected by such changes.

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

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

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2015 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2015 Bonds.

Section 5.4. Defeasance of Series 2015 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2015 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2015 Bonds) shall be cancelled and discharged.

Any Series 2015 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2015 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2015 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2015 Bonds).

Section 5.5. Sale of Series 2015 Bonds Approved. The sale of the Series 2015 Bonds to the Community Impact Board, at par, is hereby ratified, confirmed and approved.

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

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer has designated the Sun Advocate, a newspaper having general circulation in the Issuer, as the official newspaper of the Issuer authorized to publish legal notices for the Issuer, and the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" calling a public hearing to receive input from the public with respect to the issuance of the Series 2015 Bonds (the "Notice") to be published once each week for two consecutive weeks in said newspaper with the first publication being not less than (14) days before the date set for the public hearing and has also caused the Notice to be posted on the Utah Public Notice Website not less than (14) days before the date set for the public hearing. The City Recorder shall cause a copy of this Bond Resolution to be kept on file in the office of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the publication thereof. Such notice is hereby reaffirmed and approved.

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

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

Section 5.10. Statutory Authority for the Series 2015 Bonds. The Series 2015 Bonds are issued under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Bonding Act”), and each Series 2015 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Bonding Act and the Series 2015 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section 5.11. Record of Proceedings. The City Recorder of the Issuer is hereby authorized and directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section 5.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

APPROVED AND ADOPTED this _____, 2015.

Mayor

ATTEST:

City Recorder

(S E A L)

EXHIBIT A-1

FORM OF STATE BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF CARBON
PRICE CITY
WATER AND SEWER REVENUE BONDS
SERIES 2015

\$600,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Price City, Carbon County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or the registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), the principal amount of \$600,000 together with interest accruing on the unpaid principal balance at the rate of two and one-half percent (2.50%) per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months). Interest shall begin to accrue on July 1, 2016, and principal together with accrued but unpaid interest shall be payable in registered installments on July 1 of each of the years as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>July 1</u>	<u>Principal Maturing</u>
2017	\$23,000
2018	24,000
2019	25,000
2020	25,000
2021	26,000
2022	27,000
2023	27,000
2024	28,000
2025	29,000
2026	29,000

<u>July 1</u>	<u>Principal Maturing</u>
2027	30,000
2028	31,000
2029	32,000
2030	32,000
2031	33,000
2032	34,000
2033	35,000
2034	36,000
2035	37,000
2036	37,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Finance Director of the Issuer (the "Paying Agent"). Payments of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Permanent Community Impact Fund Board (the "Community Impact Board") is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

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

This Bond is issued on a parity with the Issuer's (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue

Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; and (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000 (collectively, the “Outstanding Obligations”), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer’s Net Revenues (as defined in the resolution adopted by the governing body of the Issuer on _____, 2015 (the “Bond Resolution”)).

This Bond is payable solely from a special fund designated “Price City, Utah, Water and Sewer Revenue Bond Sinking Fund,” into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues derived and to be derived from the operation of the Issuer’s water system and sewer system (collectively, the “System”), all as more fully described and provided in the Bond Resolution.

This Bond is issued pursuant to (i) a Parameters Resolution adopted by the governing body of the Issuer on _____, 2015, and the Bond Resolution, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing improvements to the System (the “Project”), including all equipment and necessary appurtenances thereof. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

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

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

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

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

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

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

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

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the pledge of the Revenues of the System for the payment of the

Outstanding Obligations and Series 2015 Bonds the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of the Issuer this _____, 2015.

/s/ _____ (Do Not Sign)
Mayor

Countersigned:

/s/ _____ (Do Not Sign)
City Recorder

(S E A L)

REGISTRATION CERTIFICATE

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A-2

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF CARBON
PRICE CITY

WATER AND SEWER REVENUE BONDS, SERIES 2015

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST RATE	MATURITY DATE	ISSUE DATE
2.50%	July 1, 20__	_____

Registered Owner: _____

Principal Amount: _____ Dollars

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

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

This Bond is issued on a parity with the Issuer's (1) Water and Sewer Revenue Bonds, Series 1995A in the original principal amount of \$1,250,000 bearing interest at the rate of 0.29% per annum; (2) Water and Sewer Revenue Bonds, Series 1995B in the original principal amount of \$2,997,615 bearing interest at the rate of 3.0% per annum; (3) Water and Sewer Revenue Bonds, Series 2002A in the original principal amount of \$2,885,000 bearing interest at the rate of 1.5% per annum; (4) Water and Sewer Revenue Bonds, Series 2002B in the original principal amount of \$1,900,000 bearing interest at the rate of 2.47% per annum; (5) Water and Sewer Revenue Bonds, Series 2002C in the original principal amount of \$1,250,000 bearing interest at the rate of 2.5% per annum; (6) Water and Sewer Revenue Bonds, Series 2002D in the original principal amount of \$1,250,000 bearing no interest; (7) Water and Sewer Revenue Bonds, Series 2009A in the original principal amount of \$340,000 bearing no interest; (8) Water and Sewer Revenue Bonds, Series 2009B in the original principal amount of \$850,000; (9) Water and Sewer Revenue bonds, Series 2010 (Federally Taxable –Issuer Subsidy – Build America Bonds) in the original principal amount of \$1,906,000 (10) Taxable Water and Sewer Revenue Bonds, Series 2011A in the original principal amount of \$387,000; and (11) Taxable Water and Sewer Revenue Bonds, Series 2011B in the original principal amount of \$700,000 (collectively, the "Outstanding Obligations"), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of Issuer's Net Revenues (as defined in the Bond Resolution referred to below).

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$_____), issued in exchange for the conversion of the Issuer's Water and Sewer Revenue Bond, Series 2015, in the total principal sum of \$600,000, authorized by a Parameters Resolution of the Issuer duly adopted on _____, 2015 (the "Parameters Resolution") and a Bond Resolution of the Issuer duly adopted on _____, 2015 (the "Bond Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution and the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing, in part, the cost of improvements to the Issuer's water system and sewer system (the "Project") and is secured by the Net Revenues of the Issuer's water system and sewer system (collectively, the "System"), including all associated equipment and necessary appurtenances thereto. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature

at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

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

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (and if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of the Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2015 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

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

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

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in

Price, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into a special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the Outstanding Obligations and Series 2015 Bonds the Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2015 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of _____, 2015.

By /s/ _____ (Do Not Sign)
Mayor

COUNTERSIGNED:

/s/ _____ (Do Not Sign)
City Recorder

(S E A L)

ASSIGNMENT

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

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

DATED: _____

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

Signature Guaranteed:

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

EXHIBIT B

RECORD OF PROCEEDINGS

The City Council (the “City Council”) of Price City, Utah (the “Issuer”), met in public session at the City Council’s regular public meeting place on _____, 2015 (the “Meeting”), at the hour of 5:30 p.m., or as soon thereafter as feasible, with the following members of the City Council being present:

Joe L Piccolo	Mayor
Rick Davis	Councilmember
Wayne Clausing	Councilmember
Kathy Hanna-Smith	Councilmember
Layne Miller	Councilmember

Also present:

Sherrie Gordon	City Recorder
----------------	---------------

Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

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

Those voting YEA:

Those voting NAY:

Those Abstaining:

Other business not pertinent to the Resolution appears in the minutes of the Meeting. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

CERTIFICATE OF CITY RECORDER

I, Sherrie Gordon, the duly appointed and qualified City Recorder of Price City, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on _____, 2015 (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on _____, 2015, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this _____, 2015.

(S E A L)

City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I Sherrie Gordon, the undersigned City Recorder of Price City, Utah (the “Issuer”), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the _____, 2015, public meeting (the “Meeting”) held by the governing body of the Issuer as follows:

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

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the geographic jurisdiction of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting; and

(c) By causing the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____, 2015.

City Recorder

(SEAL)

(Attach Meeting Notice and Notice of 2015 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

EXHIBIT C

ADDITIONAL BONDS TEST FOR OUTSTANDING OBLIGATIONS

4835-6302-4678, v. 1

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Public Works Director
GARY SONNTAG



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
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Planning & Zoning Commissioners
ROBERT OLIVER, CHAIR
FRANKIE SACCO, VICE CHAIR
JUDY BEACCO
DALE EVANS
NANCY BENTLEY
RICHARD ROOT
JAN YOUNG
ALTERNATE: ERROLL HOLT

Price City Planning & Zoning Commission

DATE: OCTOBER 9TH, 2015

TO: PRICE CITY PLANNING & ZONING COMMISSION

FROM: NICK TATTON
PRICE CITY 

RE: HEALTH CARE CLINIC – CONCEPT APPROVAL ONLY

Please find attached a Conditional Use Permit (CUP) application submitted by Castlevue Hospital to locate a health care clinic and related operations business, at approximately 317 East 100 North within the Commercial 1 (C-1) zoning district. The general land use evaluation criteria is listed in Section 11.1 of the Price City Land Use Management and Development Code (Code), the specific land use evaluation criteria/land use checklist is in Section 11.1.m of the Code, the land uses at the site include the following:

- Drug and Propriety, Code Section 11.3.4.13, Conditional Use
- Comprehensive Health Care Facility/Center, Code Section 11.3.5.11, Conditional Use
- Medical Clinic, Outpatient Services, Code Section 11.3.5.25, Conditional Use
- Professional Health Care Offices, Code Section 11.3.5.32, Conditional Use

It is the recommendation of staff to review the site plan with the applicant in some detail including ingress/egress patterns planned, signage, fencing, parking, snow loading, garbage collection, lighting and neighbors as well as the anticipated construction schedule. Particular attention should be directed to discuss the potential for acquisition of the “last house” and how the development will work to mitigate impacts to that neighbor until such time as the property may be acquired (or not).

RECOMMENDED MOTION(S):

1. Move to approve concept approval only for Castlevue Hospital to locate a health care clinic and related operations business, at approximately 317 East 100 North within the Commercial 1 (C-1) zoning district based upon the general land use evaluation criteria is listed in Section 11.1 of the Price City Land Use Management and Development Code (Code), the specific land use evaluation criteria/land use checklist is in Section 11.1.m of the Code the land uses of: (1) Drug and Propriety, Code Section 11.3.4.13, Conditional Use; (2) Comprehensive Health Care Facility/Center, Code Section 11.3.5.11,

Conditional Use; (3) Medical Clinic, Outpatient Services, Code Section 11.3.5.25, Conditional Use; (4) Professional Health Care Offices, Code Section 11.3.5.32, Conditional Use, and subject to the following conditions of approval:

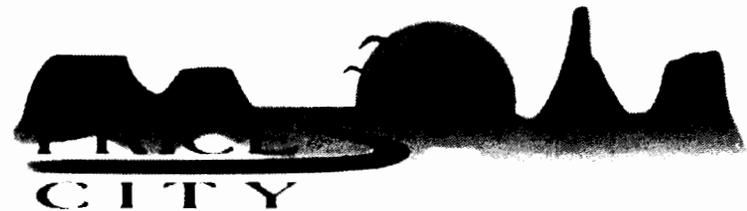
- a. Development Requirements:
 - i. Completion and recording of a real property assembly plat/lot line adjustment plat to create a viable building lot for the development
 - ii. Completion of a geotechnical study by a qualified geotechnical engineer and submission of the study to the Price City Engineer for review and concurrence.
 - iii. Completion of a storm water management plan addressing the 100 year flood event and submission to the Price City Engineer for review and concurrence.
 - iv. Completion of a limited environmental review of the site consistent with the requirements of Section 3.3 of the Code.
 - v. Completion of a Public Infrastructure Development Agreement and submission of the required financial surety, if required, to the Price City Public Works Department.
 - vi. Completion of a Private Utility Agreement, if required, to the Price City Public Works Department.
 - b. Site Plan Requirements:
 - i. Submit a detailed site plan identifying the following minimum elements:
 1. Site lighting locations, angles, etc. All exterior lighting to be LED fixtures.
 2. Garbage collection location and enclosure.
 3. Perimeter fencing and screening.
 4. Utility connection locations, sizes.
 5. Parking lot orientation.
 6. Vehicle and pedestrian traffic circulation patterns and corridors within development.
 7. Site ingress and egress.
 8. Site signage and internal way-finding signage plan.
 9. Minimum 5% landscaping. All landscaping to be water wise.
 10. Indication of public infrastructure (re)locations including street lighting, utility poles, metering equipment.
 - a. Easements and access as may be necessary to be provided to Price City.
 - c. Other:
 - i. Submission of building construction plans to the Price City Building Department for review and approval and potential issuance of a building permit.
 - ii. Inclusion of fire suppression and alarm systems into building design as recommended by the Price City Fire Chief.
 - iii. Obtain a Price City Business License for the location prior to occupancy.
 - iv. Formal notification of all surrounding property owners within 300 feet of the development site of the project, project schedule and contact info should any neighborhood issues or problems arise.
2. Move to acknowledge that the applicant, applicants agents and representatives, are aware of the conditions of approval, understand the conditions of approval and intend to comply with the conditions of approval.

CONDITIONAL USE PERMIT

THIS PERMIT IS HEREBY APPROVED FOR:

A LAND USE OF: EATING PLACE: FOOD
CONSUMED ON PREMISES, LOCATED AT
15 EAST MAIN STREET, WITHIN THE
COMMERCIAL 1(C-1) ZONING DISTRICT

CONSISTENT WITH THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH
BY THE PRICE CITY PLANNING AND ZONING COMMISSION, THE PRICE CITY
COUNCIL AND THE PRICE CITY LAND USE MANAGEMENT AND DEVELOPMENT
CODE.



SIGNATURE _____

DATE _____

**ACKNOWLEDGEMENT AGREEMENT FOR CONDITIONS OF LAND USE AS REQUIRED BY THE PRICE CITY
PLANNING AND ZONING COMMISSION AND AS AGREED TO BY THE LAND USE APPLICANT FOR A SUB
SANDWICH AND HOG DOG LAND USE LOCATED AT 15 EAST MAIN STREET WITHIN THE COMMERCIAL 1 (C-1)
ZONING DISTRICT**

Purpose: the purpose of this agreement is to establish the terms and conditions of an agreement between Price City and Angel Auto Mart, Kevin Norried, regarding the conditions of land use associated with **A SUB SANDWICH AND HOG DOG LAND USE LOCATED AT 15 EAST MAIN STREET WITHIN THE COMMERCIAL 1 (C-1) ZONING DISTRICT** as it is associated with Squiggy's Subs and Dogs, Reed Phillips.

Parties: this agreement is made by and between Price City (City), 185 East Main Street, Price, Utah 84501 and Squiggy's Subs and Dogs, Reed Phillips, (Applicant), for the property located at 15 East Main Street.

Term: the term of this agreement commences on November 9th, 2015 and will perpetually run with the land unless terminated based on a change of use or other performance or compliance factors as outlined in the Price City Land Use Management and Development Code (Code). This contract is further subject to compliance with all Code requirements and other state, federal or local permitting.

The parties identified above hereby agree to the following:

Applicant Shall:

- No foods prepared on-site that may use cooking grease or require a fire safety hood finding that a fire safety hood and grease trap are not present at the location
 - Cold prepared and countertop heated items only.
- Garbage collection frequency to mitigate the accumulations of garbage, rubbish or debris finding that properly serviced garbage dumpsters mitigate the accumulation of garbage, rubbish, debris, mitigate the attraction of rodents and prevent wind scatter of garbage, rubbish or debris.
- Minimum seating within business to comply with Chapter 6 of the code, generally, as public parking on and off street served the business site.
 - 3.5 seats for each parking space estimated to serve the business.
- No on-street parking by owners or employees finding that restricted on-street parking increases overall customer parking and increases commercial activity.
 - Owners and employees to park in public mid-block lots.
- Signage to be installed only upon review and approval by the Price City Planning Department finding that properly reviewed and approved commercial signage promotes consistency in the community, increases commercial activity and is consistent with the Price City General Plan.
 - Signage representing any prior business or land use to be removed.
- Completion of building renovations and remodeling, if any, under the auspices of a Price City building permit finding that properly permitted and inspected commercial building renovations protect the health, safety and welfare of the community.
- Safety inspection of current building by the Price City Building Inspector and Price City Fire Chief and compliance with any building safety recommendations stemming from the inspections finding that safety inspections serve to protect the health, safety and welfare of the community.
- No other land uses authorized at the location finding that an evaluation of and/or installation waste water protection systems including grease trap and sampling manhole may be required.
 - Additional or related land uses may require an amendment to the Conditional Use Permit.
- No conditions at the site or structure that violation the Price City Property Maintenance Code finding that properly maintained properties and structures protect area property values.
-

Price City Shall:

- Authorize the land use contemplated herein and under the terms and conditions set forth as indicated.

SIGNED THIS ____ DAY OF _____, 20 ____.

Price City

Applicant:

By Robert Oliver, Planning Commission Chair

Reed Phillips

ATTEST:

Sherrie Gordon, City Recorder

Minutes of the Price City Council Meeting
City Hall
Price, Utah
October 28, 2015 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Kathy Hanna-Smith

Layne Miller

Wayne Clausing

Rick Davis

Kevin Drolic-Chief of Police

Nick Sampinos-City Attorney

John Daniels-Human Resources Director

Miles Nelson-Public Works Director

Lisa Richens-Finance Director

Nick Tatton-Community Director

Bret Cammans-Customer Service

Sherrie Gordon-City Recorder

Excused Absence:

Present: Douglas Laursen, Lisa Laursen, Gary Sonntag, Raymond Chantz Richens, Todd Richardson, Terry Willis, Dennis Willis, Tom Allemen, Karl Bentley, Richard Nuffer, Ryan Squire, Rick Sherman, and Russell and Kendra and Rusty, Lillian, Joel and Andrew Seeley

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

Due to filling the mid-term vacancy on Price City Council, Mayor Piccolo asked the City Council to consider moving Item 4 to the end of the agenda and start with Item 5.

MOTION. Councilmember Davis moved to approve moving Item 4 to the end of the agenda and start with Item 5. Motion seconded by Councilmember Clausing and carried.

2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT – No public comment was received.
4. COUNCILMEMBERS REPORT – The Councilmembers presented an update on the activities and functions in which they have participated since the last Council meeting.
5. FILL MID-TERM VACANCY ON PRICE CITY COUNCIL - In harmony with Utah Code, interview and appoint a person from the submitted and qualified nominees to fill the subject vacancy. The appointment will expire on the first Monday of January 2018.

Councilmember Miller disclosed that he is the brother-in-law of Travis Todd Richardson. Mayor Piccolo asked Councilman Miller if he was biased. He said no. Councilmember Miller stated that he will deal with the selection process fairly and would appreciate being part of the selection process. Mayor Piccolo addressed the City Council regarding the disclosure. The City Council was comfortable with Councilman Miller being part of the selection process.

Due to the recent resignation of Councilmember Miles Nelson, the Price City Council sought applicants for appointment to fill the vacancy by placing an advertisement in the local newspaper. The advertisement stated that the appointment will expire on the first Monday of January 2018. The following people applied for the City Council position: Karl Bentley, Travis Todd Richardson, Kendra Seeley, and Theresa M. Willis.

The Mayor and City Council all reviewed the applications previous to the meeting. Mayor Piccolo explained the process of how the City Council would choose a new Councilmember from the applications that were received. City Council was provided with a selection of questions from the Human Resource Department to ask the applicants. Each applicant introduced themselves and then answered questions given by the City Councilmembers.

John Daniels distributed the ballots to the City Council. After the City Council marked their ballots, he gathered the ballots. Sherrie Gordon and John Daniels tallied the ballots. Sherrie Gordon announced two nominee names with the highest number of votes. The Mayor asked the City Council to choose from the two applicants with the highest number of votes and bring a motion to the table to approve the applicant of their choice to fill the vacancy.

MOTION. Councilmember Hanna-Smith moved to appoint Terry Willis to fill the mid-term vacancy created by the resignation of Miles Nelson. Motion seconded by Councilmember Davis and carried.

Terry Willis, the appointee, will be sworn in on Thursday, October 29, 2015 at 12:00 noon in the City Council Chambers.

6. EAGLE SCOUT PROJECT REQUEST - Douglas Laursen with Troop 296 of the Boys Scout of America. Request to install backboards at the Price City tennis courts and a donation of \$1,500 towards the project.

Douglas Laursen addressed the Council. He reviewed his project. Mr. Laursen was advised by the Mayor and City Council to contact all of the entities involved with the tennis court and seek their opinions in placement of the backboards and to solicit from them donations toward the project. He was invited to return to City Council with an updated project.

MOTION. Councilman Miller moved to approve concept only, and bring the findings back to the Mayor and City Council for further discussion. Motion seconded by Councilmember Clausing and carried

7. REVOCATION OF BUSINESS LICENSE - Consideration and hearing on and possible revocation of a business license for Blue Mountain Auto Sales, LLC.

Nick Tatton reviewed information regarding the compliance issues with the business with the City Council. At this point in time, there has been no response from the owner. It is recommended that the business license be revoked.

MOTION. Based on the findings Councilmember Hanna-Smith moved to revoke the business license of Blue Mountain Auto Sales, LLC. Motion seconded by Councilmember Clausing and carried.

8. REAL PROPERTY SALE - Consideration and possible approval of the sale of approximately 2 acres of real property owned by Price City, based on the results of the surplus and bid process, located at 75 E 500 N, to Richard Nuffer, Beehive Homes.

Nick Tatton reviewed the information with the City Council. Mr. Richard Nuffer, Beehive Homes of Price, is proposing to purchase the property located at approximately 75 East 500 North, parcel ID#01-1799-0002. He proposed that the construction of a new Beehive Homes facility to be constructed on the site. The new home will be an Alzheimer's facility and will create approximately 15 new full time jobs. Beehive submitted a formal offer of \$50,000 for the property. Mr. Tatton will bring back the development agreement, commitment of funds resolution and related reporting for further approval and ratification at the next meeting.

MOTION. Councilmember Miller moved to approve the sale of approximately 2 acres of real property owned by Price City located at 75 East 500 North to Richard Nuffer, Beehive Homes. Motion seconded by Councilmember Hanna-Smith and carried.

9. AUTHORIZE SUSPENSION OF THE BENEFIT EXTENSION PROGRAM SPECIFIC TO GARY SONNTAG AND HIS ELIGIBLE DEPENDENTS - Consideration and possible approval to seek and implement suspension of post-retirement medical and dental benefits under the Price City Benefit Extension Program without creating permanent ineligibility under the policy; in accordance with the attached Memo to Council dated October 22, 2015 (copy attached).

John Daniels stated that Price City will save in excess of \$12,000. This also benefits the Sonntag's.

MOTION. Councilmember Hanna-Smith moved to approve suspension of the benefit extension program specific to Gary Sonntag and his eligible dependents without losing their eligibility under the Price Benefit Extension Program in future years; congruent with Mr. Daniels' letter to City Council dated October 22, 2015; and authorized staff to make the necessary arrangements. Motion seconded by Councilmember Miller and carried.

PLANNING AND ZONING COMMISSION – Nick Tatton reported that the Planning and Zoning Commission gave favorable recommendations for the Conditional use permit as follows:

10. **CONDITIONAL USE PERMIT –**

a. **SITE PLAN AMENDMENT -** Consideration and possible approval of site plan amendment for Intermountain Farmers (IFA) located at 240 W 100 N within the Commercial 1 zoning district.

The Planning Commission reviewed the Conditional use Permit Amendment and the updates IFA will be making to the existing site including the addition of a warehouse building and improved employee and farmer parking in the back area and has recommended that the Price City Council provide final approval including the conditions of approval below:

- Completion of a land parcel assembly-lot line adjustment plat and recording with the Carbon County Recorder finding that the site consists of multiple parcels of land that must be combined to accommodate the site plan amendment.
- Development of the site plan, as submitted and amended herein, including the following elements finding that development consistent with approved site plans mitigates development misunderstandings.
 - No additional buildings or structures authorized that are not represented on the amended site plan.
 - Exterior site and yard area lighting to be high efficiency LED fixtures and angled, shielded or on timers to avoid light transference to neighboring residential properties.
 - Site fencing maintained to prevent unauthorized access to site.
 - No new or additional business signage without prior submission of sign plan and sign plan approval by Price City Planning Department.
 - Garbage collection frequency to eliminate the potential for accumulations of garbage, rubbish or debris and wind scatter.
 - No on-street parking identified or permitted to serve site.
- Procurement of a Price City building permit and all construction activity to take place under the auspices of the building permit and building inspection finding that properly permitted and inspected commercial construction protects the health, safety and welfare of the community
 - Construction to comply with all building and fire safety requirements set forth by the Price City Building Inspector and Price City Fire Chief.
- Completion of a storm water management plan and concurrence with the storm water management plan by the Price City Engineer and compliance with all storm water management recommendations provided by the Price City Engineer finding that properly managed storm water flows prevent flooding and protect the health safety and welfare of the community.
- Notification of surrounding property owners within 300 feet of development of pending development and time-line finding that neighborhood notification mitigates development misunderstandings and facilitates development.
- No violations of the Price City Property Maintenance Code at the site or structures finding that properly maintained property and structures protect area property values and is consistent with the Price City General Plan.

MOTION. Councilmember Clausing moved to approve the site plan amendment for Intermountain Farmers (IFA) located at 240 W 100 N within the Commercial 1 zoning district as recommended by the Planning Commission, inclusive of the specific conditions of approval. Motion seconded by Councilmember Hanna-Smith and carried.

CONSENT AGENDA – Councilmember Miller requested Item 12 be pulled from the consent agenda for discussion. Councilmember Hanna-Smith moved to approve consent agenda items 11 through 22. Motion seconded by Councilmember Miller and carried.

11. MINUTES

a. October 14, 2015 City Council Meeting

12. PRICE CITY FIRE DEPARTMENT - Consideration and possible approval to advertise and fill two vacant firefighter positions.

John Daniels explained the process. It was noted that the Fire Department is budget conscious and very cooperative in all circumstances.

MOTION. Councilman Miller moved to approve to advertise and fill two vacant firefighter positions. Motion seconded by Councilmember Davis and carried. The Council approved the motion and it carried pursuant to the following vote:

Councilmember Davis – Yea
Councilmember Hanna-Smith – Yea
Councilmember Clausing – Nay
Councilmember Miller - Yea

13. APPLICATION FOR PERMANENT CHANGE OF WATER - Consideration and possible approval to submit Change of Diversion Application for City's water rights: 91-341, 91-349, and 91-373. Approval by State would allow City to collect water under all three existing rights from the Colton Springs, both PacificCorp well locations, and the Water Treatment Plant.
14. PRICE RIVER TRAIL RESTROOM (2C-2015)—Consideration and possible approval of final payment to Nelco Contractors for site preparation for precast restroom. Original contract amount: \$18,193.25; Change order #1: \$4,531.42; Final contract amount: \$22,724.67. Partial payment #1: \$18,357.87; Final Payment: \$4,366.80. Total payments: \$22,724.67.
15. TOWN SQUARE PERIMETER PROJECT (Project 3C-2013)—Consideration and possible approval of UDOT Consultant Services Local Government Contract Modification with Jones and DeMille Engineering to adjust reimbursement allowances. Contract amount for Construction Engineering Management increased by \$329.29 to new total of \$56,079.54. (Budgeted).
16. CANAL VEGETATION OVERGROWTH REMOVAL AND HERBICIDE APPLICATION, PROJECT #19C-2015 - One bid, Castle Valley Landscaping, bid amount = \$9,883.00; Budgeted SDU, recommend award.
17. BOOM AND BUSH CUTTER - One bid, Honnen Equipment, Project # 4E2015, Bid = \$17,016.00, Budgeted Class C Roads, recommend award.
18. DESERET WAVE POOL - Consideration and possible approval to donate the pool tarp to the USU-Eastern baseball team. This tarp will be replaced by a new one along with the new bubble. The baseball team helps every year with the set-up and take-down process. They will use the tarp to cover their field.
19. HOPE SQUAD OF CARBON AND EMERY COUNTIES - Consideration and possible approval of placing a sign in the Peace Garden. The sign announces "The Third Annual HOPE FESTIVAL" which is free to the public on December 4th. The sign will be placed early November through December 5, 2015.
20. ADOPT-A-STREET APPLICATION AND AGREEMENT - Consideration and possible approval for The Boys & Girls Club of Carbon County to adopt Main Street from 100 West to 700 East, beginning November 1, 2015 and ending December 31, 2017.
21. BUSINESS LICENSE - Consideration and possible approval of a business license for Building Blocks Daycare & Preschool at 742 North 500 East.
22. TRAVEL REQUEST –
Miles Nelson, OSHA Safety-Utah LTAP, November 9-10, 2015, St. George, UT.

23. COMMITTEES – Updates presented.
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS - CULTURE CONNECTION
 - d. INTERNATIONAL DAYS

24. UNFINISHED BUSINESS
 - a. Recycling – Councilman Davis reported that they are still working on purchasing a trailer to accept cardboard.

Mayor Piccolo requested a recess of the City Council meeting to proceed with the scheduled Price City Community Development and Urban Renewal Agency Meeting. He asked for a motion.

MOTION. Councilmember Clausung made a motion to recess the regular City Council meeting and convene the Price City Community Development and Urban Renewal Agency Meeting at 7:20 p.m. Motion seconded by Councilmember Miller and carried.

Following conclusion of the Price City Community Development and Urban Renewal Agency Meeting, Mayor Piccolo reconvened the regular City Council Meeting at 7:26 p.m.

The regular City Council meeting was adjourned at 7:44 p.m. by Mayor Piccolo, pursuant to the motion by Councilmember Davis.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Sherrie Gordon, City Recorder

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



Price City

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

UTAH'S CASTLE COUNTRY!!

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

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 10-23-15	Submitting Department: Community Development
Meeting Date: 11-10-15	Department Director: Nick Tatton
	Presenter: Nick Tatton

Subject:	EASY Program Reimbursement
Purpose Statement:	The EASY program supports improvements to the physical condition of commercial property within Price City.
Background &/or Alternatives:	The EASY program provides a 25% reimbursement, up to a total of \$2,000 for qualified commercial property investment incentives.
Attachments:	Copy of EASY program flyer, copy of applicant request.
Fiscal Impact:	\$2,000.00 from program budgeted funds, account # 10-48-560.
Staff Impact:	None additional.
Legal Review:	None.
Recommendation:	It is the recommendation of staff to authorize the reimbursement per the EASY program and authorize staff to remit the reimbursement in the net amount of \$2,000.00 to the applicant.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to authorize reimbursement from the EASY program to Market Express for tangible commercial property repairs and upgrades at 850 S Carbon Ave., including electrical energy efficiency upgrades 2. Move to authorize staff to prepare and deliver reimbursement in the amount of \$2,000.00 to Market Express consistent with the EASY program.
Other Comments:	

PRICE MUNICIPAL CORPORATION

EASY

Economic Investment Incentive Grants

Economic

Activity

Security

Price City Y

*Price City...A friendly,
progressive community.*

PRICE MUNICIPAL CORPORATION

185 East Main Street
P.O. Box 893
Price, Utah 84501
www.pricecityutah.com

Phone: 435.636.3184
Fax: 435.637.2905
Email: nickt@priceutah.net



The **Price City Economic Activity Security Price City (EASY)** fund can be your ticket to business improvement. **EASY** may reimburse eligible and qualified improvement project up to 25% of project costs to a maximum of \$2,000 per project. Eligible projects include: tangible property improvements, utility extensions and upgrades, infrastructure improvements and construction/building permitting costs. Project location must be within incorporated Price City and applicant must have a current Price City business license.

- Consultation with Price City Economic Development
- Application submitted to Price City Economic Development
- Payment of Application fee - 10% of requested funds or \$25
- Submit project documentation including proof of project and payment
- Receive project reimbursement grant funds
- It's **EASY**



EASY

Project Application

Section 1. Program Requirements.

- Commercial, Retail or Industrial Business within Price City Municipal Boundaries. Attach map indicating physical location of property to be improved.
- Business License current with Price City. Attach copy of business license. *on file*
- Authority of Requesting Applicant Confirmed. Attach copy of letter, etc.

Section 2. Improvement Project Description.

Provide a summary of the specific improvements to property EASY funds are being applied for.

Plumbing and electrical upgrades. Energy efficiency improvements.

Section 3. Project Budget.

NOTE: All approved EASY projects are funded on a reimbursement basis. Submission of receipts or invoices and evidence of payment (cancelled checks) must be submitted.

Type of Project or Project Element	Cost of Project Element	Comments/Notes:
<i>Plumbing and electrical and EE upgrades.</i>	<i>20,425.27</i>	<i>Receipts attached</i>
TOTAL	<i>20,425.27</i>	

Section 4. Signature.

ANGELO KIATIDES  *10-26-15*
Printed Name and Signature of Applicant Requesting Funds Date

Section 5. Administrative Processing.

- Price City Economic Development staff review of application.
- Price City Economic Development staff site visit to project.
- Reimbursement Approval, date *Nov. 2015*



P.O. Box 540417
830 West North Point Circle
North Salt Lake, Utah 84054
Phone 801-292-4404
Fax 801-292-4406

Invoice

Date	Invoice #
8/31/2015	WO-00004671

Bill To	Ship To
MARKET EXPRESS CHEVRON P.O. BOX 720 PRICE, UT 84501	MARKET EXPRESS CHEVRON 121 CARBONEVILLE RD. PRICE, UT 84501 <i>Power Surge Aug 30</i>

P.O. No.	Terms	REP	Ship Date	Ship Via	FOB	Work Order No.
	Net 10	DTA	8/31/2015	SERVICE CA...		

Item	Quantity	Description	U/M	Rate	Service Date	Amount
K96663 02R	2	MONOCHROME DISPLAY SCREEN REBUILT		601.97	8/31/15	1,203.94T
K96663 02RC	2	CORE DISPLAY SCREEN MONOCHROME		350.52		701.04T
K96663 02RC	-2	CORE DISPLAY SCREEN MONOCHROME		350.52		-701.04T
M04108A004(...	1	PCA, CRIND CONTROL NODE 3		1,462.10		1,462.10T
LSD	1	LOCAL SERVICE CALL - DARREN		124.50		124.50
EF	1	ENVIRONMENTAL FEE		3.50		3.50T
<p>8/31/15 PROBLEM: Pump 5 & 6 down after power outage.</p> <p>SOLUTION: Found power surge blew out Crind node and both displays in pump 5 & 6. Replaced all parts and reloaded Crind. Tested after repairs. All tested ok.</p> <p>**REPAIRABLE CORE(S) TURNED IN FOR CREDIT**</p> <p>***IF CORE(S) IS DEEMED IRREPARABLE BY MANUFACTURER, YOU WILL BE BILLED FOR CORE(S) CHARGE AT A LATER DATE***</p>						
SALES TAX UTAH 11945584-002				6.60%		176.19

TERMS: Net 10 Days. A finance charge of 2% per month on invoices not paid within 30 days of billing date. Buyer will pay all reasonable attorney fees, collection costs and costs determined by court if any action is necessary to enforce this agreement.

Total	\$2,970.23
Payments/Credits	\$0.00
Balance Due	\$2,970.23

H3K Enterprises

INVOICE

AN HONEST JOB AT A FAIR PRICE

1527

P. O. BOX 1008
BLACKFOOT, ID 83221
(208) 684-9297

TO
Marker Express
550 South Carson Ave
Merice, OR

DATE 9-23-15
CUSTOMER ORDER NO.
SALESPERSON
VIA

TERMS

QUANTITY	DESCRIPTION	PRICE	AMOUNT
8	#48 Utility Anodes	600 ⁰⁰	4800 ⁰⁰
8	Soil Resistivity Testing	250 ⁰⁰	2000 ⁰⁰
1	Installation Consulting - Tray Specimen	800 ⁰⁰	800 ⁰⁰
1	Current Requirement Survey	400 ⁰⁰	400 ⁰⁰
1	Long term Design DCO Required	2500 ⁰⁰	2500 ⁰⁰
25	Labels to Support, Test, Reports, etc...	85	2125 ⁰⁰
1	Misc Supplies Scaffolding, Spikes, etc...	500 ⁰⁰	500 ⁰⁰
1	Unimole Survey	500 ⁰⁰	500 ⁰⁰
2	Miscage Per Review	1.50 200	915 400

MAR
MARKET

Thank You

14940
12/12/15

240072

WALL CONTRACTORS, INC.
Concrete Specialists
PO Box 780
Price, UT 84501
(435) 613-WALL * Fax (435) 613-1115
wallcontractors@etv.net

Invoice Number: 10137

Invoice Date: 9/22/2015
Due Date: 10/10/2015

Terms: Net 10
Sale

PAID OCT - 5 2015

Customer ID: 1109

Bill To:

Circle K Construction
PO Box 700
Price, UT 84501

Ship To:

Circle K Construction
PO Box 700
Price, UT 84501

Description	Qty	UOM	Price	Amount
Sinclair				
Misc Concrete Sawing				
11 - 12" cores - concrete @ 50.00 ea	1		550.00	550.00
120' 1/4 x 2" saw cut @ 2.00/ft	1		240.00	240.00
1 hour standby	1		100.00	100.00

Total	890.00
Payments	0.00
Balance due	890.00

INVOICE



GENEVA ROCK PRODUCTS, INC.
 PO BOX 428
 OREM, UT 84059

PAID OCT - 5 2015

CO

INVOICE NO.	DATE
1670180	09/14/2015
REMIT PAYMENTS TO:	
GENEVA ROCK PRODUCTS, INC. ATTN: Accounts Receivable PO BOX 428 OREM, UT 84059	

PLEASE PAY FROM THIS INVOICE

BILL TO:
 11293 1 MB 0.439 E0186X I0301 D1470902805 P2843052 0001:0002



TO VIEW AND PAY ONLINE GO TO:	http://www.genevarock.com
USE THIS ENROLLMENT TOKEN:	VPK HKS VDL
ACCOUNT # / USERNAME	8742



CIRCLE K CONST., INC.
 PO BOX 700
 PRICE UT 84501-0700

Geneva Rock Products, Inc. is an Equal Opportunity/Affirmative Action Employer.

Customer No.	Job Address	Purchase Order	Job No.	Project No.	Order No.		
8742	PLANT PICK UP				295		
Date	Ticket No.	Item Code	Description	UOM	Quantity	Unit Price	Amount
09/14/15	91169699	BLKL	BLOCKS - LARGE CONCRETE TOTAL QUANTITY:	ea	4.00	50.00	200.00

M3R Shop 70.70
 M3R Crew 70.70
 Shop 70.70



SAVE TIME AND MONEY WITH OUR FREE E-BILLING SERVICE!
 You can now receive invoices much faster with our email bill delivery! With email delivery, your invoices are sent once per day in one, easy to open file. You can even download our invoice data directly into your accounting package (such as Quickbooks or Peachtree). To sign up, visit <http://genevarock.billtrust.com>.

All accounts are due on the 15th of the following month in which the sale was made. A finance charge of 1 1/2% per month (annual rate of 18.0%) or minimum of \$5.00 is charged on all past due accounts. If collection is made by suit or otherwise, interest, collection costs, and attorney fees will be charged.

For Billing Inquiries Contact A/R Toll Free 1-866-484-6743 or genevabilling@genevarock.com

Sub Total:	\$200.00
Sales Tax:	\$12.10
Amount Due:	\$212.10





http://www.mountainlandsupply.com

MLOR MOUNTAINLAND SUPPLY
 1505 West 130 South
 PO BOX 10
 Orem, UT 84059
 801-224-6050
 Fax 801-224-6058



Invoice

INVOICE DATE	INVOICE NUMBER
08/31/2015	S101542017.001
REMIT TO: MOUNTAINLAND SUPPLY COMPANY Dept #880104 PO Box 29650 PHOENIX, AZ 85038-9650	PAGE NO. 1 of 1

BILL TO:

CIRCLE K CONSTRUCTION, INC
 850 SOUTH CARBON AVE
 P O BOX 700
 PRICE, UT 84501

SHIP TO:

MISC
 PRICE, UT 84501

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
12037			JOSHUA EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JOSHUA EVANS		OT OUR TRUCK	NET 30TH	08/31/2015	08/31/2015
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	1ea	WOODFORD Y34 6 BURY YARD HYDRANT		116.213/ea	116.21

Invoice is due by 09/30/2015

**Past Due invoices will be subject to 1.50% late charge.
 THANK YOU FOR YOUR BUSINESS**

Your signature accepting this order acknowledges
 the use of any leaded products is in accordance
 with the federal law.

Subtotal	116.21
S&H Charges	0.00
Tax	7.96
Payments	0.00
Amount Due	124.17



5225 W 2400 S.
 Salt Lake City, UT 84120
 P.O. Box 702070
 Salt Lake City, UT 84170-2070
 Phone (801) 975-7300
 Fax (801) 977 8833

**** Invoice ****

Invoice #: S5449645.001
 Invoice Date: 07/27/15
 P/O #: SINCLAIR
 Rel #:
 Page #: 1

Remit To:
 Codale Electric Supply
 P.O. Box 740525
 LOS ANGELES, CA 90074-0525

Tel: 801-975-7300

Bill To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

Ship To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

ORDER DATE	SHIP DATE	OFFER	TERMS	SHIP VIA	TAX RATE	ORDERED BY
07/27/15	07/27/15	SMIROB	See Discount Below	CWC CUSTOMER WC	3	JEFF
ORDER QTY	SHIP QTY	DESCRIPTION			NET PRICE	EXT PRICE
30ea	30ea	PHILIPS 281550 F32T8/TL841/ALTO 30PK			3.200/ea	96.00
30ea	30ea	PHILIPS 281535 F32T8/TL835/ALTO 30PK			3.200/ea	96.00

7/27/15 9:07:11 AM

S5449645.001

All sales subject to Codale's Terms and Conditions(T&C's) Net Amt 192.00
 Available at www.codale.com/terms
 Sales Tax is Not included in any Bid Sales Tax 12.19
 Cash Discount 0.00 If Paid By 09/10/15 - NET 25TH OF MONTH Total 204.19

Ruggeri Plumbing Inc.

260 W 1090 S
Price, UT 84501
435-650-5262

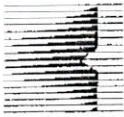
Invoice

Date	Invoice #
5/1/2015	1938

Bill To
Circle K Construction 850 S Carbon AVE Price, UT 84501

PAID MAY - 6 2015

Description	Amount
Sinclair gas station. Service call for coffee sink faucet handle. Labor Journeyman 1 hour @ 50.00/hr (50.00)	50.00
Total	\$50.00



CODALE

ELECTRIC SUPPLY, INC.

5225 W 2400 S.
 Salt Lake City, UT 84120
 P.O. Box 702970
 Salt Lake City, UT 84170-2970
 Phone (801) 975-7300
 Fax (801) 977-8833

**** Invoice ****

Invoice #: S5362436.001
 Invoice Date: 04/08/15
 P/O #: SINCLAIR
 Rel #:
 Page #: 1

Remit To:
 Codale Electric Supply
 P.O. Box 25777
 Payment Processing
 Salt Lake City, UT 84125-0777
 Tel: 801-975-7300

Bill To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

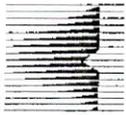
Ship To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

ORDER DATE	SHIP DATE	ORDER #	TERMS	SHIP VIA	TAX #	ORDERED BY
04/07/15	04/08/15	HALBRE	See Discount Below	CWC CUSTOMER WC	3	JEFF
ORDER QTY	SHIP QTY	DESCRIPTION	NET PRG	EXT PRG		
-1ea	-1ea	HALO EI700RAT 6IN IC RATED REMODEL HOUSING ** Original Sale : S5362278.001 ** ** Cus PO: SINCLAIR **	6.984/ea	-6.98		
11ea	11ea	TCP LED14DR5630K 14W LED RECESSED DOWNLIGHT RETRO KIT 5/6 IN HOUSING 3000K	22.000/ea	242.00		

All sales subject to Codale's Terms and Conditions(T&C's)
 Available at www.codale.com/terms
 Sales Tax is Not included in any Bid

Net Amt	235.02
Sales Tax	14.92
Total	249.94

Cash Discount 0.00 If Paid By 05/10/15 - NET 25TH OF MONTH



CODALE

ELECTRIC SUPPLY, INC.

5225 W 2400 S.
 Salt Lake City, UT 84120
 P.O. Box 702070
 Salt Lake City, UT 84170-2070
 Phone (801) 975-7300
 Fax (801) 977-0833

**** Invoice ****

Invoice #: S5364163.002
 Invoice Date: 04/08/15
 P/O #: SINCLAIR
 Rel #:
 Page #: 1

Remit To:
 Codale Electric Supply
 P.O. Box 25777
 Payment Processing
 Salt Lake City, UT 84125-0777
 Tel: 801-975-7300

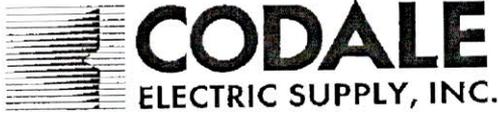
Bill To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

Ship To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

ORDER DATE	SHIP DATE	OFFER	TERMS	SHIP VIA	AMOUNT	ORDERED BY
04/08/15	04/08/15	HALBRE	See Discount Below	T-3 XFER PRICE	1	JEFF
ORDER QTY	SHIP QTY	DESCRIPTION	NET PRICE	EXT PRICE		
11ea	11ea	TCP LED14DR5630K 14W LED RECESSED DOWNLIGHT RETRO KIT 5/6 IN HOUSING 3000K	22.000/ea	242.00		

All sales subject to Codale's Terms and Conditions(T&C's) Net Amt 242.00
 Available at www.codale.com/terms
 Sales Tax is Not included in any Bid Sales Tax 14.40

Cash Discount 0.00 If Paid By 05/10/15 - NET 25TH OF MONTH Total 256.40



5225 W 2400 S.
 Salt Lake City, UT 84120
 P.O. Box 702070
 Salt Lake City, UT 84170-2070
 Phone (801) 975-7300
 Fax (801) 977-0833

**** Invoice ****

Invoice #: 95362278.001
 Invoice Date: 04/07/15
 P/O #: SINCLAIR
 Rel #:
 Page #: 1

Remit To:
 Codale Electric Supply
 P.O. Box 25777
 Payment Processing
 Salt Lake City, UT 84125-0777
 Tel: 801-975-7300

Bill To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

Ship To:
 CIRCLE K CONSTRUCTION INC
 850 CARBON AVE
 PO BOX 700
 PRICE, UT 84501

ORDER DATE	SHIP DATE	OFFICE	TERMS	SHIP VIA	TAX #	ORDERED BY
04/07/15	04/07/15	HALBRE	See Discount Below	CWC CUSTOMER WC	3	JEFF
QUANTITY	SHIP QTY	DESCRIPTION	NET PRG	EXT PRG		
1ea	1ea	HALO EI700RAT 6IN IC RATED REMODEL HOUSING	6.984/ea	6.98		

All sales subject to Codale's Terms and Conditions(T&C's) Available at www.codale.com/terms Sales Tax is Not included in any Bid		Net Amt	6.98
Cash Discount	0.00	Sales Tax	0.44
If Paid By 05/10/15 - NET 25TH OF MONTH		Total	7.42

44752019 9 10 87 00A 02562278.001
 9/11



190 S. 100 W.
 PRICE, UT 84501
 435-637-2797
 Fax 435-637-1607
 www.swplumb.com



Invoice

INVOICE DATE	INVOICE NUMBER
03/19/2015	S2420737.001
REMIT TO: SouthWest Plumbing Supply 506 N. 200 W. CEDAR CITY, UT 84721	
PAGE NO. 1 of 2	

BILL TO:

CIRCLE K RANCH CONSTRUCTION
 P.O. BOX 700
 PRICE, UT 84501

SHIP TO:

CIRCLE K RANCH CONSTRUCTION
 P.O. BOX 700
 PRICE, UT 84501

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1652	SINCLAIR	TJ			
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Tim Madsen		PK PICK UP	Net Due 10th	03/19/2015	03/19/2015
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	1ea	PVCL1ST 1" SCH 40 PVC 90 DEG ELBOW SLIP x THREAD Pn: 1497	1.189/ea	1.19	
10ea	10ea	PVCL1 1" SCH 40 PVC 90 DEG ELBOW Pn: 1486	0.605/ea	6.05	
2ea	2ea	PVCL451 1" SCH 40 PVC 45 DEG ELBOW Pn: 1510	1.139/ea	2.28	
3ea	3ea	UN11 1" UNISTRUT CLAMP Pn: 4645	2.555/ea	7.66	
1pi	1pi	PIP1 1" PVC SCH 40 PIPE BELL END 20' Pn: 209	6.431/pi	6.43	
1ea	1ea	GLUCRH14 CHRISTY'S RED HOT GLUE 1/4 PINT RHBG14 Pn: 4936	4.315/ea	4.31	
1ea	1ea	PVCB134 1"x3/4" SCH 40 PVC BUSHING Pn: 1402	0.859/ea	0.86	

** REPRINT ** REPRINT ** REPRINT

Subtotal	
S&H Charges	
Tax	
Payments	
Amount Due	



190 S. 100 W.
 PRICE, UT 84501
 435-637-2797
 Fax 435-637-1607
 www.swplumb.com



Invoice

INVOICE DATE	INVOICE NUMBER
03/19/2015	S2420737.001
REMIT TO: SouthWest Plumbing Supply 506 N. 200 W. CEDAR CITY, UT 84721	
PAGE NO. 2 of 2	

BILL TO:

CIRCLE K RANCH CONSTRUCTION
 P.O. BOX 700
 PRICE, UT 84501

SHIP TO:

CIRCLE K RANCH CONSTRUCTION
 P.O. BOX 700
 PRICE, UT 84501

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1652	SINCLAIR	TJ			
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Tim Madsen		PK PICK UP	Net Due 10th	03/19/2015	03/19/2015
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	2ea	STRG1 1" GALVANIZED PIPE STRAP Pn: 8450		0.340/ea	0.68

**** REPRINT ** REPRINT ** REPRINT**
 Invoice is due by 04/10/2015

Past Due invoices may be subject to 2% late charge.

No credit will be allowed for goods returned without prior permission.
 Handling charges will be assessed on return goods. Claims for shortages must be made upon receipt of goods.
 2% per month (24% per annum) will be charged on all past due accounts.
 In the event this total account is referred to an attorney for collection, customer agrees to pay all cost of collection including reasonable attorney's fees.

Subtotal	29.46
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	29.46

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Finance Director
LISA RICHENS



Price City

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

UTAH'S CASTLE COUNTRY!!

City Council

KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
TERRI WILLIS

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 10-29-15	Submitting Department: Community Development
Meeting Date: 11-10-15	Department Director: Nick Tatton
	Presenter: Nick Tatton
Regarding: Development of Beehive Homes Memory Care Facility	

Subject:	Development Agreement and Property Sale Funds Commitment Resolution
Purpose Statement:	Complete approval of the Economic Development-Development Agreement and Resolution Committing Property Sale Funds usage.
Background &/or Alternatives:	On 10-28-15 the City Council accepted a bid for the purchase of real property from Mr. Richard Nuffer, Beehive Homes for a 2.5 acre parcel of ground at approximately 75 E 500 N for development of an assisted living facility. That approval was contingent upon the following: (1) completion of a development agreement; (2) commitment of the proceeds of the sale to a fund for the improvement of real property only; (3) final completion of the subdivision plat and recording of the plat; and (4) closing of the sale.
Attachments:	<ol style="list-style-type: none"> 1. Copy of Development Agreement 2. Copy of Funds Commitment Resolution
Fiscal Impact:	Direct \$50,000 to Price City-committed for use to improve other real property parcels. Potential indirect benefit of annual property tax and economic development created by the operation.
Staff Impact:	None beyond existing duties.
Legal Review:	Mr. Sampinos has reviewed the documents, policy, the procedure and the transaction contemplated and has approved as to form.
Recommendation:	It is the recommendation of staff that the development agreement be approved and the resolution approved.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve Resolution No. _____, A Resolution Authorizing and Directing Deposit of Funds to a Committed Fund Balance. 2. Move to authorize the Mayor and City Recorder to sign the resolution on behalf of Price City. 3. Move to authorize staff to complete the necessary work and transaction and related matters necessary to administer the terms of the resolution. 4. Move to approve A Development Agreement Regarding Property Sale From Price City to Beehive Homes, Mr. Richard Nuffer, Including site Preparation and Installation of Infrastructure in the Public Right of Way by Beehive Homes, Employment, Construction

	<p>Schedule(s) and Other Related Matters at 75 East 500 North, Parcel #_____ to Accommodate Development of a Beehive Homes Assisted Living Facility.</p> <ol style="list-style-type: none"> 5. Move to authorize the Mayor and City Recorder to sign the agreement on behalf of Price City. 6. Move to authorize staff to complete the necessary work and transaction and related matters necessary to finalize the development agreement
<p>Other Comments:</p>	<p>Sale will close using a Special Warranty Deed to facilitate financing of the development project. Final copies of closing documents will be provided upon completion of the transaction.</p> <p>As of this writing the final subdivision plat has not been recorded and the final property ID number is not available for the development agreement. It will be inserted as available and prior to final execution of the development agreement.</p>

DEVELOPMENT AGREEMENT REGARDING PROPERTY SALE FROM PRICE CITY TO BEEHIVE HOMES, MR. RICHARD NUFFER, INCLUDING SITE PREPARATION AND INSTALLATION OF INFRASTRUCTURE IN THE PUBLIC RIGHT-OF-WAY BY BEEHIVE HOMES, EMPLOYMENT, CONSTRUCTION SCHEDULE(S) AND OTHER RELATED MATTERS AT 75 EAST 500 NORTH ON PARCEL # _____ TO ACCOMMODATE DEVELOPMENT OF A “BEEHIVE HOMES” ASSISTED LIVING FACILITY.

Purpose: The purpose of this agreement is to solidify negotiations between Price City and Beehive Homes, Mr. Richard Nuffer regarding (1) the sale by Price City to Beehive Homes real property, identified as parcel # _____; (2) imminent preparation of the site and development/construction schedule at approximately 75 E 500 N for development; and, (3) installation of infrastructure in the public right-of-way; (4) new incremental employment at the location; (5) other related development matters. See map in **Exhibit A**.

Parties: This agreement is made and entered into by and between the Price Municipal Corporation (“City”), 185 East Main Street, Price, Utah 84501 Beehive Homes, Mr. Richard Nuffer (Developer), P.O. Box 129, Elmo, Utah 84521.

Term: The term of this agreement commences on November 1st, 2015 and will terminate upon successful completion of the development requirements described below or December 31st, 2018, whichever event occurs first.

The parties identified above hereby agree to the following:

Developer Shall:

- Complete a real estate transaction and deed restriction(s), as applicable, to purchase the property identified above and in **Exhibit A** from City to developer at a time and place identified by City on or before March 1, 2016. Developer to pay all costs associated with completion of the real estate purchase-sale transaction.
- At its own cost complete all required public infrastructure improvements and roadway restoration fronting the development area along Park Drive and along 500 North, as indicated in the approved final site plan, including curb, gutter, sidewalk, planter/parking strip, storm water drainage and roadway restoration.
- Commence all site work and development/construction work contemplated herein no later than March 1st, 2016.
- Complete all site work consistent with final site plan approval by the Price City Planning and Zoning Commission and complete and record a land subdivision plat consistent with all Price City ordinances. Final site plan and subdivision plat to be fully approved by the Price City Planning Commission on or before March 1, 2016.
- Employ at the 75 E 500 N Price City, Utah location no less than ten (10) Full Time Equivalent (FTE) positions that are paid a minimum of one-hundred ten percent (110%) of the per position wage, as reported by the Utah State Department of Workforce Services for the respective employment position on or before December 31, 2016. Developer to provide quarterly reports to City for verification of new incremental employment positions through December 31, 2018.
- Begin active construction of assisted living building #2 on the site and/or construction of up to eight (8) Beehive Cottage structures on the site for independent senior housing on or before July 1, 2018.
- Ensure and guarantee, by way of a deed restriction to be placed on parcel # _____, that the property shall not be sold, gifted or transferred to a non-taxable entity in the future. Property must remain used for residential purposes or property to revert to Price City ownership or a Payment In-Lieu of Taxes (PILT) shall be paid to Price City at the prevailing property tax rate. Price City to hold option of property reversion or PILT.

City Shall:

- Complete a real estate transaction to sell the property identified above and in **Exhibit A** from City to Developer at a time and place identified by City on or before March 1, 2016.
- Provide Price City Planning and Zoning Commission and Price City staff in such a manner as to facilitate Developer comply with all terms and conditions of this Development Agreement.

SIGNED THIS _____ DAY OF _____, 2015.

Price Municipal Corporation

By Joe L. Piccolo, Mayor

Richard Nuffer

ATTEST:

Sherrie Gordon, City Recorder

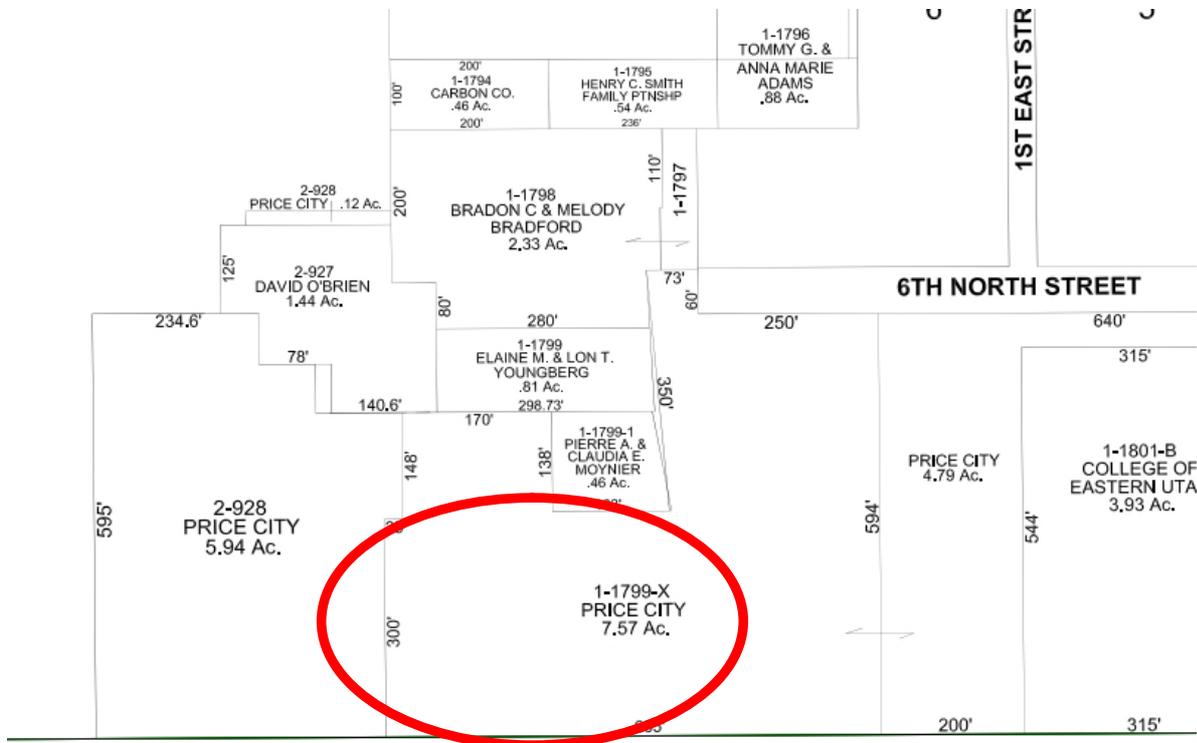
**EXHIBIT A
MAP OF PARCEL**

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN PRICE CITY, STATE OF UTAH, WHICH IS IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS WITH A BEARING OF NORTH 89°53'51" WEST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 16 USED AS THE BASIS OF BEARINGS.

BEGINNING AT A POINT WHICH IS LOCATED 1136.66 FEET, NORTH 89°53'51" WEST ALONG THE SECTION LINE AND 2693.34 FEET, SOUTH 0°06'09" WEST FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 10 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 87° 49'02" WEST, 53.52 FEET; THENCE NORTH 7° 11'14" WEST, 118.29 FEET; THENCE NORTH 10° 05'13" EAST, 68.77 FEET; THENCE NORTH 31° 24'29" EAST, 68.59 FEET; THENCE NORTH 42° 31'38" EAST, 62.55 FEET; THENCE SOUTH 85° 10'19" EAST, 111.32 FEET; THENCE SOUTH 89° 07'47" EAST, 95.64 FEET; THENCE NORTH 67° 57'26" EAST, 37.58 FEET TO A POINT WHICH IS LOCATED 10.0 FEET WESTERLY AND PARALLEL WITH A TOP BACK OF CONCRETE CURB, SOUTH 39° 43'09" EAST, 41.49 FEET; THENCE SOUTH 40° 23'02" EAST, 74.97 FEET; THENCE SOUTH 29° 09'45" EAST, 5.71 FEET; THENCE SOUTH 16° 33'13" EAST 60.63 FEET; THENCE SOUTH 8° 04'11" EAST, 5.86 FEE; THENCE SOUTH 1° 18'11" EAST, 116.68 FEET; THENCE SOUTH 34° 09'10" WEST, 13.44 FEE; THENCE SOUTH 89° 09'03" WEST WHICH IS 10.0 FEET NORTHERLY AND PARALLEL WITH THE TOP BACK OF CONCRETE CURB FOR A PORTION OF THIS DISTANCE, 354 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.50 ACRES, MORE OR LESS.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING DEPOSIT OF FUNDS TO A COMMITTED FUND BALANCE.

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, establishing a hierarchy classifying the constraints that govern how a government entity may use amounts reported as a fund balance; and,

WHEREAS, the Price City Council is the highest level of decision making authority and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed funds; and,

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Price City Council prior to redirecting the funds to other purposes; and,

WHEREAS, the Price City Council has determined the method all monies generated through the lease, rent, sale or other revenue generating activities of government-type real property shall be accounted for as part of the Price City Real Property Management Policy;

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

Section 1. THAT, in accordance with the provisions of GASB 54 and the Price City Real Property Management Policy, Price City hereby commits \$50,000.00 received as payment for the purchase of real property from Richard Nuffer, Beehive Homes, for the improvement and/or maintenance of existing properties, purchase of new properties, or investment in properties which will benefit the City, as indicted by the Committed Fund Classification.

Section 2. THAT funds referenced in Section 1 above cannot be used for any purpose other than directed above, unless the Price City Council adopts another resolution to remove or change the committed funds classification constraint.

PASSED AND ADOPTED BY THE PRICE CITY COUNCIL THIS _____ DAY OF _____, 2015.

PRICE MUNICIPAL CORPORATION

By: Joe L. Piccolo, Mayor

ATTEST:

Sherrie Gordon, City Recorder

Account No: 3186
 Business Activity: 7221
 Fee: \$100



BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY. **Renewal** (check and show changes only on form below)

Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>SQUIGGS SUBS N' DOGS</u>			
If Name Change, list previous name:			
Business Address: <u>15E MAIN</u>		Suite/Apt. No.:	
City: <u>PRICE</u>	State: <u>UTAH</u>	Zip Code: <u>84501</u>	
Business Telephone: ()	<input checked="" type="checkbox"/> Business E-mail:	<input checked="" type="checkbox"/> Business Fax:	
Mailing Address (if different)	City:	State:	Zip Code:
Property Owner's Name: <u>TARA KALATZES</u>		Property Owner's Telephone: <u>(435) 637-1439</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: _____ Business Hours: From <u>10</u> To <u>7</u> <u>MON-TUE-SU</u> (please circle)			
Detailed Description of Business: <u>COLD SANDWICHES, HOT DOGS</u>			
Commercial Square Feet: <u>1700</u>		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>14168114-003-STC</u>		Federal Tax I.D. No. (Include copy, if applicable): <u>47-5449290</u>	
State License No. (Include copy, if applicable):		State License Type:	
<p>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.</p> <p><input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business</p> <p>NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			

If applicant is a SOLE PROPRIETOR, complete this section.

Owner's Name:

Owner's Address:

Suite/Apt. No.:

City:

State:

Zip Code:

Owner's Telephone:

()

Owner's E-mail:

Owner's Fax:

Owner's Birth Date:

Owner's Drivers License No. (include state & provide copy):

Manager Information (if applicable)

Manager's Name:

Manager's Address:

Suite/Apt. No.:

City:

State:

Zip Code:

Manager's Telephone: ()

Manager's E-mail:

Manager's Fax:

Manager's Birth Date:

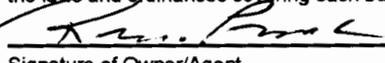
Manager's Drivers License No. (include state):

If applicant is a CORPORATION, PARTNERSHIP, OR LLC, complete this section.

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1. Reed Lamar Phillips	6795 S. 1000 E Price, UT 84501	(435) 820- 8251 6565
2. Kristen Diane Phillips	6795 S. 1000 E Price, UT 84501	(435) 820-8251
3.		()

TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1. Managing Member	3/7/1968	# 14717504/ ST UT
2. Managing Member	6/14/1974	# 151294140 ST UT
3.	1/1	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.


 Signature of Owner/Agent _____ Date 10/28/15
Reed Phillips
 Please Print Name _____ Title MANAGING MEMBER

Please allow at least 10 working days for your application to be processed.

Office Use Only

Approvals:
 Business Licensing: _____ Fire: _____ Inspection: _____
 Police: _____ P & Z: _____ Other: _____
 Date Approved: _____

Account No: 3189
 Business Activity: 236
 Fee: \$100 PAID



BUSINESS LICENSE APPLICATION

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PLEASE TYPE OR PRINT LEGIBLY. Renewal (check and show changes only on form below)

Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Barker Home Improvements</u>			
If Name Change, list previous name:			
Business Address: <u>635 south 400 East</u>		Suite/Apt. No.:	
City: <u>Price</u>	State: <u>UTAH</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 299 6778</u>	Business E-mail:	Business Fax:	
Mailing Address (if different)	City:	State:	Zip Code:
Property Owner's Name: <u>Delfina Carreon</u>		Property Owner's Telephone: ()	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: _____ Business Hours: From <u>3:00</u> To <u>5:00</u> <u>M</u> <u>T</u> <u>W</u> <u>TH</u> <u>F</u> <u>S</u> <u>SU</u> (please circle)			
Detailed Description of Business: <u>Handy man services.</u>			
Commercial Square Feet: <u>N/A</u>		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>644 a 8094</u>		Federal Tax I.D. No. (Include copy, if applicable): <u>47-6390246</u>	
State License No. (Include copy, if applicable):		State License Type:	
<p>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.</p> <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			
<p>NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>			

Owner's Name: <u>Tanner Barker</u>		
Owner's Address: <u>635 south 400 EAST</u>		Suite/Apt. No.:
City: <u>Price</u>	State: <u>UTAH</u>	Zip Code: <u>84301</u>
Owner's Telephone: <u>(435) 299-0778</u>	Owner's E-mail:	Owner's Fax:
Owner's Birth Date: <u>9-6-90</u>	Owner's Drivers License No. (include state & provide copy): <u>175706402</u>	

Manager's Name:		
Manager's Address:		Suite/Apt. No.:
City:	State:	Zip Code:
Manager's Telephone: ()	Manager's E-mail:	Manager's Fax:
Manager's Birth Date:	Manager's Drivers License No. (include state):	

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1.		()
2.		()
3.		()
TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Tanner Barker 9-20-15
 Signature of Owner/Agent Date

Tanner Barker
 Please Print Name Title

Please allow at least 10 working days for your application to be processed.

Account No: 3188
 Business Activity: 459
 Fee: \$160 paid



BUSINESS LICENSE APPLICATION

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

PLEASE TYPE OR PRINT LEGIBLY.

Renewal (check and show changes only on form below)

Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>ARTFUL CREATIONS</u>			
If Name Change, list previous name:			
Business Address: <u>450 E 300 S.</u>		Suite/Apt. No.:	
City: <u>PRICE</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 613-0133</u>		Business E-mail:	
		Business Fax: <u>(435) 613-0133</u>	
Mailing Address (if different)		City:	State: Zip Code:
Property Owner's Name: <u>Lynn Mabbutt</u>		Property Owner's Telephone: <u>(435) 613-0133</u>	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type: <u>Work Shop</u>	
Nature of Business: <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: _____ Business Hours: From <u>9am</u> To <u>5pm</u> M T W T H F S S U (please circle)			
Detailed Description of Business: <u>metal and wooden art work, make portable camping equipment, gun repair, yard landscaping off sit.</u>			
Commercial Square Feet: <u>180, ft.</u>		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption): <u>12166711-003-STC</u>		Federal Tax I.D. No. (Include copy, if applicable): <u>47-3090161</u>	
State License No. (Include copy, if applicable): <u>12166711</u>		State License Type:	
<p>THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply.</p> <p><input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business</p>			
<u>DNA</u>		<p>NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the <u>Consent to a Background/Criminal History Check</u> form included with this application.</p>	

