CITY COUNCIL MEETING AGENDA

Mayor Trent Herring
Mayor Pro-Tempore Charlie Taylor
Council Member Chris Ewald
Council Member Kellen Nielson
Council Member Chad Moses
Council Member Kendall Laws

October 27, 2026 7:00 PM City Council Meeting
50 West 100 South Street,
Blanding Utah 84511
Meetings live streamed when available at:
https://meet.google.com/ksn-wsxi-zea

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on **October 27**, 2026 at 7:00 pm at the City Office, located at 50 W. 100 S.

POLICY MEETING

1. Call to Order
2. Roll Call
3. Prayer or Thought
    a. Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought
4. Pledge of Allegiance
5. Consent Agenda & City Council Minutes Approval - 10.13.2026 Meeting - **Pg. 03**
6. Declaration of Conflicts of Interest

Public Input

City Council and staff strive to keep all discussions respectful, on topic, and solution-focused. Comments should be conducted with kindness and professionalism, and we ask that all public comments follow the same standard. **Comments are limited to 3 minutes.**

Anyone wishing to address the Council on any item is invited to do so. Public Input is an opportunity for the public to bring information to the Council. Clarifying questions may be asked by the Council, but it is not an appropriate time for substantive discussion.

Reports

1. Mayor
2. City Council
3. Pratt Redd
    a. City Manager Report
    b. Court Report **Pg. 11**
4. Trevor Palmer
    a. Monthly Water & Public Works Report **Pg. 12**
5. Taylor Francom
    a. Monthly Airport & Building Reports **Pg. 15**

6. David Palmer
    a. Quarterly Park & Recreation Report **Pg. 18**
7. Corey Spillman
    a. Quarterly Fire Report **Pg. 23**

Discussion Items

1. Manufactured Home Community Code with Planning Commission **Pg. 24**
2. Wellness Center Rates Review **Pg. 31**
3. Updates on Landlord Guarantor Code **Own**

Advice and Consent

1. Approval to Participate as a Cooperating Agency for Management Plans **Pg. 34**

Business Items

1. Resolution 10-27-2026-1 Approval of Airport Hangar Discount Rates **Pg. 44**
2. Resolution 10-27-2026-2 Approval of Financial Services Agreement **Pg. 49**

Closed Session

Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character, professional competence, or physical or mental health of an individual; to discuss collective bargaining;or to discuss the purchase, exchange, sale or lease of real property. *Utah Code* 52-4-205

Adjournment

In compliance with the ADA, individuals needing special accommodations during this meeting may call the City Offices at (435) 678-2791 at least twenty-four hours in advance. Every effort will be made to provide the appropriate services. One or more members may participate in the meeting electronically, according to Blanding City Ordinance 1-5-5-F regarding electronic meeting participation. All agenda times are approximate.

CITY COUNCIL MEETING AGENDA

Mayor - Trent Herring
Mayor Pro - Tempore Charlie Taylor
Council Member Chris Ewald
Council Member Kellen Nielson
Council Member Chad Moses
Council Member - Vacant

October 13th, 2026 6:00 PM - Work Session
October 13th, 7:00 PM City Council Meeting
50 West 100 South Street,
Blanding Utah 84511
Meetings live streamed when available at:
https://meet.google.com/xxg-uefm-yut

Work Session - 6:00 to 6:45 pm

1. **Mayor & Council Member - Swearing In Ceremony**
    - Trent Herring was sworn in as Mayor and he took charge of the meeting.
2. **Mobile Home Community Review**
    - The council discussed and raised a concern regarding the code for mobile home communities, noting an initial understanding that fencing would surround all four sides of a manufactured home community, whereas the current code only requires fencing on adjoining properties. Mr. Muhlestein confirmed that the current code mandates fencing for adjoining properties rather than all four sides.
    - The option of a moratorium was presented, to halt pending applications and finalize revisions on the mobile home community code. It was discussed whether a moratorium could legally apply to an already submitted application, with Mr. Muhlestein clarifying that applicants who applied under existing codes must be enforced under those specific codes, making it illegal to retroactively require changes. However, it was noted that staff can informally inform prospective applicants that code changes are actively underway to delay filings without requiring a formal moratorium.
    - Staff and council discussed development plans, common space, green space, driveways, parking spaces, parking configurations. They reviewed utility arrangements, confirming that each individual lot will have a separate water, gas and electric meters and associated impact fees paid under a new landlord utility rate structure. It was agreed upon that some definitions needed to be clarified in the code.
    - They noted that the current code lacks a density limit. They discussed the sizes of manufactured homes, lot sizes and on-site stormwater retention.
    - Mr. Redd addressed public concerns regarding traffic, street safety, and potential increases in police calls, noting that the development could introduce up to 44 vehicles to the area. Pratt Redd emphasized that enforcing street parking and keeping public roads open is the responsibility of city staff and police rather than the developer, and noted that higher population density naturally correlates with more police calls regardless of neighborhood safety.
    - They discussed power, it was stated that the developer has two options regarding powerlines. They walked about the requirement of external storage and having enclosed structures for water receptacles. They discussed, along with some community members, access roads, easements, right of ways, and what was and

wasn't recorded with the county. Mr. Redd stated that he would look into those things.

- They discussed and agreed that there needed to be some clarification of the requirement to have 50% completion prior to occupancy. They debated whether or not there is a requirement for a permanent foundation for the manufactured homes.

Public Hearing RAP Tax Ballot Proposition - 6:50 - 7:00 pm

Councilmember Taylor made a motion to enter a public hearing for the RAP Tax ballot proposition. Councilmember Moses seconded the motion. Mayor Herring repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye:	**Councilmember Taylor**
	Councilmember Nielson
	Councilmember Ewald
	Councilmember Moses
Those voting nay:	**None**

Constituting all members thereof, Mayor Herring declared the motion carried.

1. Anyone wishing to address the Council on the reauthorization of the Rap Tax question that will be on this year's ballot is invited to do so. This is an opportunity for the public to bring information for and to help them better understand.
    - There was no one from the public there to address the council on this matter.
    - Mr. Redd discussed how, when and where notices are published.

Councilmember Nielson made a motion to leave the public hearing. Councilmember Taylor seconded the motion. Mayor Herring repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye:	**Councilmember Taylor**
	Councilmember Nielson
	Councilmember Ewald
	Councilmember Moses
Those voting nay:	**None**

Constituting all members thereof, Mayor Herring declared the motion carried.

50 W 100 SOUTH BLANDING, UTAH 84511 ● 435-678-2791 ● cityoffice@blanding-ut.gov

1. Call to Order
2. Roll Call
3. A Prayer was offered by Pratt Redd
4. The Pledge of Allegiance was recited by all in attendance.
5. Consent Agenda & City Council Minutes Approval - 09.22.2026 Meeting
   Councilmember Nielson made a motion to approve the consent agenda and minutes from September 22,2026. Councilmember Ewald seconded the motion. Mayor Herring repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye:	**Councilmember Taylor**
	Councilmember Nielson
	Councilmember
	Councilmember Ewald
	Councilmember Moses
Those voting nay:	**None**

Constituting all members thereof, Mayor Herring declared the motion carried.

6. **Declaration of Conflicts of Interest** - Councilmember Ewald stated that he is an airport hangar tenant and has run a business there for a number of years, although that business has been paused while the airport issues get resolved.

Public Input - Pam Hosler was present at the meeting and she stated that as the self appointed campaign manager for Bret Hosler. She presented research on historical council seat appointments and 200 new signatures in support of candidate Brett Hosler, who received 318 votes in the previous year's election. Pam also highlighted citizen concerns regarding winter utility rates, steady leadership, and ongoing worries about water resources.

Reports

1. **Mayor**
   - Mayor Herring wanted to thank everyone for the opportunity to serve as Mayor and he hopes to do a good job.
2. **City Council**
   - None
3. **City Manager Report - Pratt Redd**
   - Mr. Redd reported that the B3 housing project application for Low-Income Housing Tax Credit funding was not awarded. Despite the denial, B3 extended its land contract and is collaborating with local businesses to potentially find a third-party partner for housing development.

- Mr. Redd also noted that after consulting the city attorney and insurance company, Blanding City must be explicitly listed as an additionally insured entity.

4. **Finance Report - James Francom**
   - Mr. Francom had the check register and operational budget report for review. He stated that we are about a third of the way through the fiscal year. Mr. Francom explained that while some budget percentages appear high due to seasonal or specific events like the Babylon fire, overall finances look solid. They discussed the justice court budget and while they have already reached 50% of their budget, having more officers will help with that budget as the last two years it has run in a deficit.
5. **Police Report - Police Chief JJ Bradford**
   - We stayed busy with a lot of calls for service. I was able to work more alongside our newer officers and assist them with cases.
   - After last month's council meeting I've spent time watching 300 west in the afternoon and have seen that there are several kids who have been crossing at 700 north and traffic has come to a stop to let the kids cross. This would be the location I would recommend for a crosswalk on 300 west.
   - We had officers participate in Civics Day at the high school and we did Emergency Vehicle Operation training at the airport. It was a good refresher to participate in the training and go over driving skills. We'd like to thank UHP for providing the training.
   - Chief Bradford and the council discussed the increase in traffic and pedestrian traffic around the new elementary school and the possibility of having more crossing guards. There was talk of participation in a Safe Routes program. They talked about the overhead school zone signs and lights being removed in the near future.
6. **Community Development Report - Ben Muhlestein**
   - **Business in Blanding**: Business license renewals will open later this month. We've seen a resurgence of businesses getting licenses in the last three months.
   - **Events:**
     Fall Festival: The Fall Festival went really well this year. To the best of our knowledge this has been perhaps the most attended year of the Fall Festival. Our new career road had great participation and we had the most participation at the community meal we have ever had with over 650 meals given out. We'd like to thank our many volunteers for their help and specifically to our sponsors, USU, UNHS and Christiansen storage. Energy Fuels really stepped up this year to go above and beyond their normal sponsorship to help out with the meal as well as the pumpkins and corn hole tournament. Finally, the Fall Festival would not be possible without the partnership with San Juan Counseling.
     Bears Ears Marathon: Marathon registration hasn't been what we would like to see, but they have jumped over the last two weeks. Volunteers, vendors and many other details are coming along well. It should be a good year. Registration is covering the costs of the race. It is projected to have about 100 racers.

   - **Community Development:**

- The Planning Commission has been hard at work. They reviewed, and approved, two manufactured housing applications last month. That has been a great test of Blanding's new code. They have worked on Subdivision code this month as well as discussed possible amendments to the manufactured home community code.

7. **Airport Committee**
    a. **Jason Nay -** Mr. Nay was unable to attend, but sent a letter on behalf of the Blanding Airport Board, that was read by Mayor Herring. The letter expressed agreement with proposed hangar lease contracts and rental rates, including a 10-year rate lock that positions Blanding Airport rents near the rural Utah average based on American Association of Airport Executives data. The airport board urged the city council to finalize these contracts to provide long-term stability and revenue.

Special Business Items

1. City Council Vacancy - Candidate Interviews

- Regan Richmond removed himself from the running. Stating that there are other good candidates that will do a good job.
- All candidates were asked the same questions: 1. Tell us about yourself and what work, community involvement or life experience would you bring to the city council? 2. Why do you want to serve on the city council? 3. Is there a particular concern that prompted you to apply? 4. How would you handle disagreements with the other city council members and work with the council once a decision is made? 5. How do you approach a decision when your personal views differ from what you hear from residents?

- **Bryce Peterson** - He highlighted his professional background in education at Southwood High School, human services and shelter administration at Switch Point in St. George and Salt Lake City, municipal communications in St. George, and local code collaboration in Blanding. Bryce expressed a desire to serve to ensure deliberate, manageable growth, citing water, core infrastructure, and neighborhood livability as primary concerns. When asked about governance, Bryce emphasized separating policy from personality, listening to understand underlying concerns, respecting majority votes, and recognizing legal boundaries when resident views conflict with existing city code.
- **Bret Hosler** - He emphasized his 60-plus years of residency, family business experience, utility system operations background, and involvement in establishing the Blanding Community Legacy Trust 501c3 which has invested over $155,000 since 2002. Brett cited government stability, accessibility, and transparency as primary motivators for applying. Regarding collaboration, Brett Hosler stated that he would focus on finding common ground, listening to concerns, reviewing accurate information, and supporting majority decisions.
- **Kendall Laws** - Kendall interviewed, noting a professional background as the city's contracted attorney and prosecutor from 2013 to 2021, and county attorney handling planning, zoning, civil, and criminal matters. Kendall explained

that a recent decision to stay in Blanding after turning down a Department of Justice position in South Dakota motivated him to apply and help guide the community's direction amidst competing interests. Regarding governance, Kendall stated that he does not get offended by disagreements, he would treat disputes as "water off a duck's back," and view the council as a representative body accountable to voters through elections.

2. City Council Vacancy - Discussion and Appointment - Action Item

- Councilmember Taylor voted for Kendall, Councilmember Moses voted for Kendall, Councilmember Nielson voted for Kenall and Councilmember Ewald voted for Bryce.

3. Oath of Office

- Kendall Laws was sworn in and took his place with the council.

Discussion Items

1. **Future Development Projects**
    - Mr. Redd outlined several potential infrastructure and road projects under consideration, including extending 700 North over to Blue Mt. Rd. The extension would ease school traffic congestion, provide sports field parking, and open developable acreage.
    - Additional proposals included a storm water and sewer master plan scheduled for early 2027, a power load study, a gas project, extending 500 North to Highway 191, and extending 300 West further south.
    - Mr. Redd noted that he planned to apply for Community Impact Board planning funds and will present a finalized project list at the next meeting, which received general support from the council.
    - Councilmember Moses disclosed a possible conflict of interest in property ownership on 700 North directly east of the elementary school, noting that his talks with the Utah Housing Authority regarding a potential $10 million project funded by crown funding. The project would consist of 24 townhomes over 2,000 square feet with subsidized rent for 15 years before allowing tenants to purchase homes at a discounted rate. The developers would pave the road in front of Tammy Barton's house and three-quarters of the block at no expense to the city. Mr. Muhlestein added that while initial concepts have been reviewed, a formal planned unit development application has not yet been submitted for council review.
    - Mr. Redd discussed improving city walkability through state funding for Main Street sidewalks and Utah Department of Transportation safe routes programs for schools, aiming to eliminate incomplete sidewalk sections on 300 West and 200 West. Someone inquired about acquiring property south of the park on 1200 South from a property owner for Fourth of July and fireworks space, to which Mr. Redd responded that staff touches base with the property owner every six to seven weeks. Mr. Redd also provided an update on a potential airplane hangar donation, stating that Phil Lyman was working on securing appraisals for tax write-offs, and he promised to follow up after a few months of delay.

Advice and Consent

1. **Justice Court Raises**
    - Mr. Redd presented a personnel proposal to split a 40-hour and a 20-hour justice court position into two part-time positions working 25 to 30 hours per week, generating an annual savings of approximately $30,000. To bring an existing staff member up to the appropriate rate, an adjustment exceeding the standard 10 percent policy threshold (around 20 percent) was requested. The court will maintain Monday through Friday operating hours adhering to state and federal holidays. Following positive remarks regarding staff performance from Judge Laws and Jen, the council approved the changes.

Business Items

1. **Resolution 10-13-2026-1 Approving Commercial & Non-Commercial Lease Agreements**
    - WHEREAS, Blanding City owns and operates the Blanding Municipal Airport and is responsible for administering City-owned airport hangars; and WHEREAS, the City has prepared separate Commercial Hangar Lease Agreement and Non-Commercial Hangar Lease Agreement forms to establish consistent requirements for commercial aeronautical activities and private aircraft storage; and WHEREAS, the City Council desires for existing 2026 hangar lease agreements to remain in effect until they expire and for the newly approved agreements to govern applicable lease terms beginning in 2027; and WHEREAS, the City Council desires to allow prospective commercial operators to submit business plans during 2026 and qualify for the lease rate in effect during 2026. And WHEREAS, the City Council finds that authorizing limited administrative modifications will allow the agreements to be administered efficiently without changing the material terms approved by the City Council.

Councilmember Taylor made a motion to adopt resolution 10-3-2026-1 approving commercial and non-commercial lease agreements at the airport. Councilmember Moses seconded the motion. Mayor Herring repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye:	**Councilmember Taylor**
	Councilmember Nielson
	Councilmember Moses
Those voting nay:	**Councilmember Ewald**
Those abstaining:	**Councilmember Laws**

Constituting all members thereof, Mayor Herring declared the motion carried.

Adjournment

Councilmember Nielson made a motion to adjourn. Councilmember Ewald seconded the motion. Mayor Herring repeated the motion and asked for discussion or questions,

hearing none, he called for a vote.

Those voting aye:	**Councilmember Taylor** **Councilmember** **Councilmember Nielson** **Councilmember Ewald** **Councilmember Moses**
Those voting nay:	**None**

Constituting all members thereof, Mayor Herring declared the motion carried.

The meeting adjourned at 8:23pm.

SEVENTH JUDICIAL DISTRICT - BLANDING JUSTICE COURT

Filing Summary Report

ALL CASES

Report Period: 09/01/2026 - 09/30/2026

Case Type	Count	Percent
CRIMINAL		
State Felony	0	0.0 %
Misdemeanor	4	80.0 %
Infraction	0	0.0 %
Not Applicable	0	0.0 %
Special Matters	0	0.0 %
Misdemeanor DUI	1	20.0 %
TOTAL CRIMINAL	**5**	**6.33 %**
TRAFFIC		
Deferred Traffic Pro	3	4.05 %
Parking Citation	0	0.0 %
Parking Court Case	0	0.0 %
Traffic Citation	55	74.32 %
Traffic Court Case	16	21.62 %
TOTAL TRAFFIC	**74**	**93.67 %**
GENERAL CIVIL		
Contempt	0	0.0 %
Miscellaneous	0	0.0 %
Small Claim	0	0.0 %
Small Claims - Govt	0	0.0 %
Small Claims/Park TP	0	0.0 %
TOTAL GENERAL CIVIL	**0**	**0.0 %**
GRAND TOTAL	**79**	**100.0 %**

Reset Range

Link to data: CSV / JSON

Current as of 10/21/2026:
% of Median - 509%
% of WY Median - 20%
Days Until End of WY - 345
Percentile - 93

Precipitation Accumulation (in.)

50
40
30
20
10
0

Nov 1
Jan 1
Mar 1
May 1
Jul 1
Sep 1

Max
Median (POR)
Median ('91-'20)
Min
Stats. Shading
2027
2026
2025
2024
2023
2022
2021
2020
2019
2018
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006
2005
2004
2003

USDA

City of Blanding
Monthly Water Report

BLANDING PUBLIC WORKS

September 2026

Reported in Acre Feet (1 acre foot = 325,851 gallons)

Reservoir	Total Reservoir Capacity	Required Consrvn Capacity	Total Usable Capacity	City Share of Total Capacity	Current Reservoir Volume	Unused City Storage	City Share of Current Volume	City Share of Volume 2025	City Share of Volume 2024
Starvation	500	0	500	500	78	422	**78**	132	415
4th Reservoir	2,350	250	2,100	2,100	1,609	741	**1,359**	1,201	1,783
3rd Reservoir	250	50	200	200	87	0	**37**	105	190
Drywash	500	100	400	0		0	**0**	0	0
Recapture	8,444	2,500	5,944	800	2,800	453	**453**	800	0
Total	12,044	2,900	9,144	3,600	4,574	1,616	**1,927**	2,238	2,388

	Gallons/Per Day	Acre Feet/Month
Pipeline Flow	275,100	25.32

		Gallons	Acre Feet
Monthly Total Treated		19,498,000	59.83
Monthly Total Pumped	Well A		8.34
	Well B		0.00
	Well C		0.00
Total Montly Treated and Pumped			68.17

Notes:
We ended the 2026 water year with 30.4" of precipitation at Camp Jackson. 3rd Reservoir at 35% of capacity. 4th Reservoir 68% of total capacity.

Month to Month Reconciliation **Upper** System	
Beginning Reservoirs Storage	1,617.00
Plus Water Taken From Pipeline	25.32
Plus Water Taken From Ditch	0.00
Plus Water Pumped from Recapture	0.00
Plus Water to System from Irrigation Shares	0.00
Less Water Treated	59.83
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	0.00
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	108.79
Ending Reservoir Storage	1,473.70

3rd Reservoir Raw Water Meter 19.18 ac ft

Blanding City Water from Recapture Sold to Energy Fuels: 0.41 ac ft

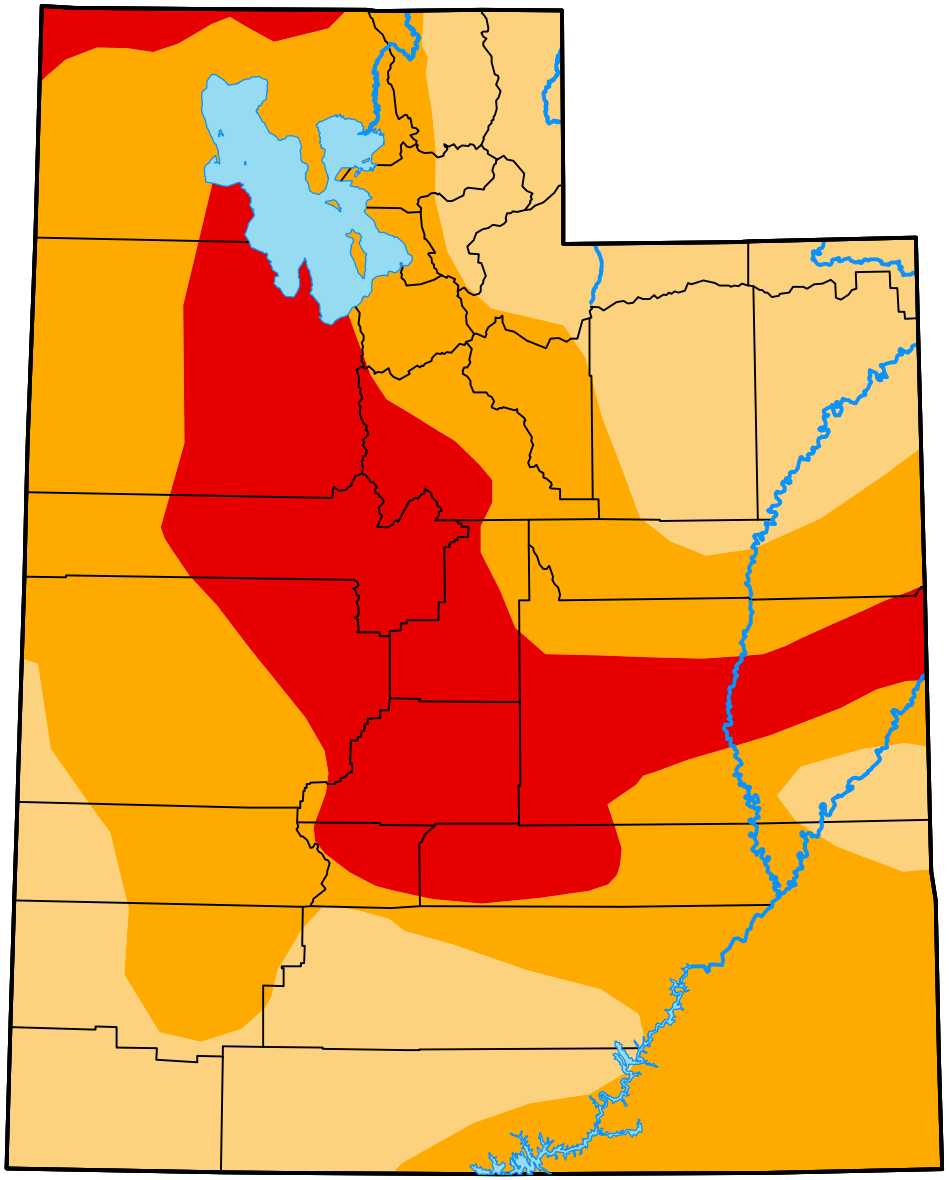
U.S. Drought Monitor

Utah

October 13, 2026

(Released Thursday, Oct. 15, 2026)

Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Lindsay Johnson
National Drought Mitigation Center

droughtmonitor.unl.edu

CITY COUNCIL MEETING - STAFF REPORT

Prepared By: Taylor Francom
Department: Building Department
Subject: September 2026 Report

New permits issued

- 5 Permits
  - 1 Addition
  - 1 Mechanical
  - 1 Outbuilding
  - 1 Repair
  - 1 Other

Inspections Completed

- 15 Inspections completed
  - 14 Residential
  - 1 Commercial

Notes:

- Active issued permits- 27

issue date	summary	Owner / Builder	street address	Permit Type	+ inspection
09/28/2026	BLA26-034	Bonnie Purcell	919 N 300 W	Addition	+ inspection
09/25/2026	BLA26-033	Davis Construction Solutions	292 w center st	Repair	+ inspection
09/22/2026	BLA26-032	Chris Ewald	871 N 100 W	Outbuilding	+ inspection
08/27/2026	BLA26-030	O Kight Construction LLC	355s Main	Commercial Remodel	+ inspection
08/15/2026	BLA26-027	Beh Brothers Construction	340 E 400 S	Electric Meter Set	+ inspection
08/10/2026	BLA26-026	Stone River Construction	88 West 800 North n/a	Mechanical	+ inspection
08/10/2026	BLA26-025	Stone River Construction	255 East 200 North	Mechanical	+ inspection
08/03/2026	BLA26-023	Nena Madison	757 s moki dr Blanding, ut 84511	Mobile Home	+ inspection
07/21/2026	BLA26-028	Colby Davis	100 W 200 S	Commercial	+ inspection
06/08/2026	BLA26-020	Shyrlan Beck	38 South 100 West	Addition	+ inspection
05/12/2026	BLA26-016	Hans Hurst	142 N 400 W	Remodel	+ inspection
05/11/2026	BLA26-015	Tri-Hurst Construction	148 South 200 West, Monticello	Commercial Remodel	+ inspection
05/11/2026	BLA26-014	Tri-Hurst Construction	525 N 100 E	Commercial Remodel	+ inspection
04/29/2026	BLA26-009	Travis and Dan construction	200 w 700 s	Single Family Dwelling/Townhomes	+ inspection
03/10/2026	BLA26-007	Ladd Shumway	364 E. 300 S. Palmer subdivision	Single Family Dwelling/Townhomes	+ inspection
03/08/2026	BLA26-006	Rachel and Magnum Nielson	209 S 200 E, Blanding, Utah 84511	Single Family Dwelling/Townhomes	+ inspection
01/12/2026	BLA26-001	Joseph and Loni Harris	494 W 550 N NA / Lot NA	Addition	+ inspection
10/28/2025	BLA25-048	M J Hayes Construction	234 E 200 S	Single Family Dwelling/Townhomes	+ inspection
10/08/2025	BLA25-045	Cal Dean Black	243 East 200 South	Addition	+ inspection
08/11/2025	BLA25-033	Tri-Hurst Construction	311 North 100 East	Commercial - Inspection Only	+ inspection
07/16/2025	BLA25-030	Peyton Black	236 N 200 W	Garage	+ inspection
01/14/2025	BLA25-003	William Roy yoakam	493 N 200 W; 487 N 200 W	Building Permit	+ inspection
01/14/2025	BLA25-002	M J Hayes Construction	234 E 200 S	Single Family Dwelling/Townhomes	+ inspection
09/16/2024	BLA24-026	Preston Palmer	1106 S 300 E Blanding Utah	Single Family Dwelling/Townhomes	+ inspection
05/24/2024	BLA24-008	Bret/Pam Hosler	142 South 100 East	Single Family Dwelling/Townhomes	+ inspection
08/28/2023	BLA23-021	Alva Byron Clarke	464 N. 400 W. cedar circle	Addition	+ inspection
06/06/2022	BLA22-017	Orlo Knight	430 west 100 south	Single Family Dwelling/Townhomes	+ inspection

records 1 to 27 of 27

CITY COUNCIL MEETING - STAFF REPORT

Prepared By: Taylor Francom
Subject: Airport Report

Apron Rehabilitation

- In progress

Notes:

- No extra funds from State or FAA currently for papi light upgrades. We have LNE currently working on trying to get them functional for the time being.

- Meet with the State and FAA for the annual CIP meeting. Discussed getting a partial taxiway constructed. The soonest the FAA will have allocated funds for the project will be 2031.

Blanding City Parks & Recreation Department

2026 Third Quarter Report

The third quarter of 2026 was another productive period for the Parks & Recreation Department, marked by record participation in youth soccer, successful completion of summer recreation programs, significant progress on park infrastructure improvements, and continued strong utilization of the San Juan Wellness Center. Department staff also coordinated extensive preparations for the Fourth of July celebrations, maintained municipal parks and facilities through the peak summer season, and transitioned recreation programming into the fall sports season.

These accomplishments reflect the department's ongoing commitment to providing quality recreational opportunities, maintaining safe and attractive public spaces, improving community facilities, and enhancing the quality of life for Blanding residents.

Youth Sports & Recreation Programming

The department successfully concluded its summer baseball, softball, and swimming programs while transitioning into soccer and fall football.

Youth soccer established a new departmental participation record in 2026, with 267 participants. This represents an increase of 31 participants over the 236 participants recorded in 2025, demonstrating continued growth and strong community interest in Blanding City Recreation programs.

The baseball and softball seasons concluded with a successful tournament on June 27, providing a positive finish to the spring sports season. The department or should I say Nicole Francom also completed its summer swim team program at the end of July. Nicole has continued to do a remarkable job with the swim team.

In an effort to expand community education and promote public safety, the department held its first public Bike Safety Course on July 9. This new initiative provided an additional recreational and educational opportunity for community members.

As summer programming concluded, staff organized teams for both flag football and tackle football. Fall participation included 31 youth in flag football and 77 youth in tackle football.

Youth Recreation Participation Comparison

The following figures compare participation in completed 2026 programs with the previous year:

Recreation Program	2026 Participants	2025 Participants	Change
Youth Volleyball	97	92	+5
T-Ball	79	62	+17
Girls Machine Pitch	53	49	+4
Boys Machine Pitch	58	49	+9
Girls Softball	81	73	+8
Boys Baseball	88	115	-27
Swim Team	50	46	+4
Soccer	267	236	+31
Flag Football	31	33	-2
Tackle Football	77	94	-17

Participation trends demonstrate continued growth in several programs, particularly soccer, T-Ball, and machine pitch. Although participation declined in some sports, the overall numbers show an increase in 32 participants for the year so far. The department continues to evaluate program needs and opportunities to encourage youth involvement.

Overall, these programs provide valuable opportunities for children to develop athletic skills, teamwork, sportsmanship, and positive relationships within the community.

Parks Operations & Fourth of July Preparations

Department staff devoted considerable time and effort to preparing Blanding City's parks and public spaces for the Fourth of July celebrations. These preparations required extensive maintenance and coordination to ensure facilities were ready to accommodate residents and visitors during one of the community's busiest annual events.

Following the celebrations, staff continued working to restore and maintain park grounds after the substantial increase in public use. By the end of the summer, the parks had recovered well from the

holiday activities. Seasonal rainfall also helped improve lawn conditions while reducing the need for additional irrigation.

Routine maintenance and upkeep continued throughout the quarter to ensure City parks and recreational facilities remained safe, functional, and welcoming for public use.

These efforts reflect the department's commitment to maintaining attractive public spaces while efficiently managing staff time, equipment, and water resources.

Central Park Restroom Project

A major infrastructure milestone was achieved during the third quarter with the start of construction on the long-awaited **Central Park Restroom Facility**.

Following the receipt and review of contractor bids, the City accepted a bid and broke ground on the project. The new facility will address a longstanding need at Central Park, which serves residents and visitors through youth baseball, community tennis courts, pickleball courts, horseshoe pits, and other recreational activities.

The addition of permanent restroom facilities will significantly improve visitor convenience, enhance the experience of families and tournament participants, and strengthen the City's ability to host recreational activities and events.

The project represents an important investment in Blanding City's recreational infrastructure and will provide lasting benefits to the community.

Wellness Center Performance & Community Utilization

The San Juan Wellness Center continued to serve as an important community resource throughout the third quarter, providing fitness, recreation, swimming, and wellness opportunities for residents and visitors.

To this point in the year the facility recorded **39,309 paid patron visits**. The swimming pool closed for the season on August 31, completing another summer of aquatic operations.

In addition to paid patron visits, the facility recorded substantial use by members and other patrons throughout the quarter.

BLANDING CITY

Wellness Center Membership Comparison

Membership Type	June 2025	June 2026	July 2025	July 2026	August 2025	August 2026
Annual Memberships	1,697	1,866	1,800	1,822	1,661	1,678
Monthly Memberships	435	734	516	743	396	643

June membership figures show a particularly strong increase compared with the previous year, with annual memberships increasing by 169 and monthly memberships increasing by 299. Membership levels remained strong through the summer, demonstrating continued community utilization of the facility.

The Wellness Center also completed its annual inspections during the quarter. The Utah Governments Trust conducted its annual inspection in June, followed by an inspection from the San Juan County Health Department in July. These inspections are an important part of maintaining safe operations, meeting applicable requirements, and protecting the health and safety of facility users. Our scores on these inspections also show that we continue to be one of the top facilities in the state and the safety of our patrons continues to be our highest priority.

The combination of strong patron attendance, continued membership demand, and ongoing attention to facility safety demonstrates the Wellness Center's important role in providing health and wellness opportunities for the community.

Quarter Summary

The third quarter of 2026 demonstrated the continued value of the Parks & Recreation Department to Blanding City. The department achieved a record soccer season, successfully completed multiple summer recreation programs, coordinated extensive Fourth of July preparations, maintained municipal parks through the busiest season of the year, and advanced construction of the Central Park restroom facility.

The Wellness Center continued to experience substantial use, while staff maintained their focus on safe operations and quality service. Our top scores on inspections shows the hard work and dedication shown to the facility, these things do not happen by accident. The introduction of the public Bike Safety Course also demonstrated the department's willingness to expand its offerings beyond traditional athletic programs.

These accomplishments were made possible through the dedication of department employees, cooperation among City departments, and the continued support of the Mayor and City Council.

As the department moves into the final quarter of 2026, priorities include supporting fall recreation programs, continuing park and facility maintenance, monitoring progress on the Central Park restroom project, and preparing facilities and programs for the upcoming winter season.

The Parks & Recreation Department remains committed to providing meaningful recreational opportunities, maintaining high-quality public facilities, responsibly managing City resources, and improving the quality of life for the residents of Blanding.

CITY COUNCIL MEETING - STAFF REPORT

Author: Corey Spillman Fire Chief
Department: Fire Department
Subject: Report
Date: 10-27-2026
Type of Item: Q-3 Report

Blanding Fire Department had
31 total Callouts

6- Fire alarm activation / False call
2- Wildland Brush/Grass Fire
4- Smoke report F/A
1- Mutual Aid Given/ Montezuma Creek Fire alarm
1- Electrical / powerline down
3- Carbon monoxide/ gas leaks / Smell of smoke/Skunk Smell
6- Medical Assist's (lift assist / CPR Assist)
8- Lightning Strike fires

12- Trainings totaling 16.5 hours.

10.19 Manufactured Housing

10.19.1 Definitions

A. Manufactured Home: A factory built residential structure that: is constructed on or after June 15, 1976; Is built on a permanent steel chassis; is transportable in one or more sections; Is constructed in compliance with the Federal Manufactured Home Construction and Safety Standards (HUD Code), 24 CFR Part 3280; and is designed to be used as a dwelling, with or without a permanent foundation, when connected to required utilities. Allowed in any residential zone as long as they are placed on permanent foundations.

(Ord. 2026-5)

10.19.2 Age of Manufactured Housing

No manufactured housing older than July 15, 1976 and having a HUD label, sticker, tag or other HUD identification indicating that it was constructed to minimum HUD standards for health and life safety, shall be moved into Blanding City, moved within Blanding City or relocated in any fashion, method or style.

(Ord. 2026-5)

10.19.3 Requirements for Manufactured Housing

Approved Manufactured Housing can be placed in any residential zone of Blanding provided it is placed on a permanent foundation and meets the size, setback and space requirements of that zone.

(Ord. 2026-5)

10.19.4 Standards for the creation of a Manufactured Home Community

A. Location and Minimum Size

A. Minimum parcel size: **1.5 acres**.
    1. The Planning Commission may approve a reduced minimum parcel size for existing sites where compliance with all other standards is demonstrated.
B. At least **50 percent of the planned Manufactured Home spaces** shall be fully completed prior to first occupancy.

B. Application Requirements

Applications shall include the standard site plan materials plus:

A. Development plan at scale ≥ 1" = 30';
B. Topographic map (≤ 2’ contours when required);
C. Layout of manufactured home spaces and internal streets;

D. Open space and recreation areas;
E. Landscaping plan;
F. Utility plan (water, sewer, gas, electricity, hydrants);
G. Parking plan;
H. Storm drainage and grading plan with 25-year, 1-hour containment;
I. Land use tabulations (% open space, % pads, % roads);
J. Any other information required by the Planning Commission;

C. Density and Open Space

A. Minimum **15% of gross land area** must be designated and improved as common open space.
    1. Streets, sidewalks, and parking do **not** count as open space.

D. Setbacks and Separation

A. Minimum **15 feet** between any two manufactured homes or add-ons.
B. Setback from roads/curbs:
    1. From city streets
        a. 15 feet minimum.
    2. From interior roadways
        a. 10 feet minimum.
C. A xeriscaped with a weed barrier perimeter buffer of **at least 5 feet** is required around the entire site.
    1. A screening fence (at least five (5) feet in height) is required between the applying property and other adjoining properties.

E. Roads and Circulation

A. Internal roadway widths:
    1. **One-way:** 15 feet minimum (plus maneuvering width as required);
    2. **Two-way:** 30 feet minimum.
B. A minimum of **two accesses** to public streets is required for safety.
    1. This requirement is void in cases where residents of the community have direct street access.
C. Internal roads must be designed to ensure proper drainage, turning radius, and pedestrian safety.

F. Parking

A. All parking spaces and driveways must be hard surfaced before adjacent spaces may be occupied.
    1. **Hard surfaced** means a surface constructed of gravel, road base, asphalt, concrete, or similar material installed over a properly prepared and compacted subgrade and graded to provide adequate drainage. Gravel surfaces shall be compacted, weed-free, and maintained to prevent rutting, erosion, and excessive dust.
B. Each manufactured home space must be provided with two (2) off-street parking spots.

G. Utilities and Service Facilities

A. Each manufactured home space shall be provided with City-approved utility services.
B. Fire hydrants shall be provided according to the City Code.
C. All external storage and waste receptacles must be located within an enclosed structure compatible in design.

D. Each manufactured home shall be skirted with a vinyl or metal skirting or shielded prior to occupancy.

H. Storm Drainage

A. Drainage facilities shall prevent pooling, protect residents, and prevent runoff onto adjacent properties.

B. On-site retention/detention must accommodate a **25-year, 1-hour storm event**.

I. Ownership, Management, and Maintenance

A. A local **Community manager** must be designated and authorized to act on behalf of ownership.

B. The premises must be kept in clean, orderly, and sanitary condition; accumulation of waste or weeds is a violation.

C. **Written leases** of 30 days or more are required for all spaces.

D. All Manufactured Home Communities must have a valid business license.

J. Guarantees and Bonds

The City may require financial guarantees for:

- Permanent open space retention;
- Maintenance of roads, landscaping, and service facilities;
- Completion of required improvements.

(Ord. 2026-5)


53







BLANDING CITY

San Juan Wellness Center
1013 S 300 West
Blanding, UT 84511
(435) 678-3457
Hours of Operation: Monday - Saturday 5:30 am - 10:00 pm

Daily Pass – Current Rates –

Adult	**$6.00**
Child (4-17), Senior (65+), Veteran	**$5.00**

WEEKLY PASS

Adult	**$20.00**
Child (4-17), Senior (65+), Veteran	**$16.00**
Family of 2	**$30.00**
Additional Family Member	**$5.00**
Senior couple	**$26.00**

MONTHLY PASS

Adult	**$30.00**
Child (4-17), Senior (65+), Veteran	**$25.00**
Family of 2	**$45.00**
Additional Family Member	**$10.00**
Senior couple	**$40.00**

ANNUAL PASS (5% Discount if paid up front)

	Auto Pay/Month	**Annual Pass**
Adult	**$14.58**	**$175.00**
Child (4-17), Senior (65+), Veteran	**$12.50**	**$150.00**
Family of 2	**$22.92**	**$275.00**
Additional Family Member	**$4.17 extra**	**$50.00 extra**
Senior Couple	**$20.83**	**$250.00**

Replacement Key Card - $10

Fees include the use of basketball/volleyball courts during open gym times, cardio/weight room, walking track, pool (during summer season), aerobics room and no fee instructional workouts. Some instructional classes may require an additional fee.

**** Children under 12 must be accompanied by an adult at all times.
*** Families = parents and single dependent children
Children 0-3 enter free and must be accompanied by an adult. Refunds will not be given for changing circumstances.
** Lightning policy = If you paid for a one time entry to the pool and are asked to leave in less than one hour then, you will be given a lightning voucher allowing one free entry to the pool.
*The Day Pass is a flat rate inclusive of tax, all other passes will have 6.75% tax added at the time of purchase.

BLANDING CITY

San Juan Wellness Center
1013 S 300 West
Blanding, UT 84511
(435) 678-3457
Hours of Operation: Monday - Saturday 5:30 am - 10:00 pm

Daily Pass – PROPOSED FOR JAN 2026 –

Adult	**$6.00**
Child (4-17), Senior (65+), Veteran	**$5.00**

WEEKLY PASS

Adult	**$25.00**
Child (4-17), Senior (65+), Veteran	**$20.00**
Family of 2	**$35.00**
Additional Family Member	**$10.00**
Senior couple	**$30.00**

MONTHLY PASS

Adult	**$35.00**
Child (4-17), Senior (65+), Veteran	**$30.00**
Family of 2	**$50.00**
Additional Family Member	**$15.00**
Senior couple	**$45.00**

ANNUAL PASS (5% Discount if paid up front)

	Auto Pay/Month	**Annual Pass**
Adult	**$18**	**$216.00**
Child (4-17), Senior (65+), Veteran	**$15**	**$180.00**
Family of 2	**$25.00**	**$300.00**
Additional Family Member	**$5.00 extra**	**$60.00 extra**
Senior Couple	**$22.50**	**$270.00**

Replacement Key Card - $10

Fees include the use of basketball/volleyball courts during open gym times, cardio/weight room, walking track, pool (during summer season), aerobics room and no fee instructional workouts. Some instructional classes may require an additional fee.

**** Children under 12 must be accompanied by an adult at all times.
*** Families = parents and single dependent children
Children 0-3 enter free and must be accompanied by an adult. Refunds will not be given for changing circumstances.
** Lightning policy = If you paid for a one time entry to the pool and are asked to leave in less than one hour then, you will be given a lightning voucher allowing one free entry to the pool.
*The Day Pass is a flat rate inclusive of tax, all other passes will have 6.75% tax added at the time of purchase.

BLANDING CITY

San Juan Wellness Center
1013 S 300 West
Blanding, UT 84511
(435) 678-3457
Hours of Operation: Monday - Saturday 5:30 am - 10:00 pm

– General breakdown –

Individual Annual Pass:
Current - $150.00 Year 1 - $175.00 Year 2 - $216.00

Individual Monthly Pass:
Current - $25.00 Year 1 - $30.00 Year 2 - $35.00

Individual Weekly Pass:
Current - $12.50 Year 1 - $20.00 Year 2 - $25.00

Individual Day Pass: Council decided to jump to year 2 recommendations on year 1
Current - $4.00 Year 1 - $5.00 Year 2 - $6.00

Couples Annual Pass:
Current - $250.00 Year 1 - $275.00 Year 2 - $300.00

Couples Monthly Pass:
Current - $40.00 Year 1 - $45.00 Year 2 - $50.00

Couple Weekly Pass:
Current - $20.00 Year 1 - $30.00 Year 2 - $35.00

Family of 4 Annual Pass:
Current - $300.00 Year 1 - $375.00 Year 2 - $420.00

Family of 4 Monthly Pass:
Current - $50.00 Year 1 - $65.00 Year 2 - $80.00

Family of 4 Weekly Pass:
Current - $25.00 Year 1 - $40.00 Year 2 - $55.00

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Utah State Office
440 West 200 South, Ste. 500
Salt Lake City, Utah 84101

In reply, refer to:
1610 (UT-935)

Certified Number
9489 0090 0027 6475 4662 17

Pratt Redd
50 W. 100 South
Blanding, UT 845311

Re: Invitation to Participate as a Cooperating Agency for the Southern Utah Resource Management Plans

Dear City Manager Pratt Redd,

The Bureau of Land Management (BLM) Utah State Office, in coordination with the Grand Staircase-Escalante National Monument/Kanab Field Office and the Monticello Field Office, is initiating environmental analysis under the National Environmental Policy Act (NEPA) for the Southern Utah Resource Management Plans (RMP) and associated Environmental Impact Statement (EIS). The BLM will prepare one EIS and two RMPs. The RMPs will replace the Grand Staircase-Escalante National Monument RMP (2025), as amended, and the Bears Ears National Monument RMP (2025). The planning area encompasses approximately 2.9 million acres of public land within Kane County, Garfield County, and San Juan County, Utah.

Because your agency possesses jurisdiction by law and/or special expertise relevant to the planning effort, we invite City of Blanding to participate as a Cooperating Agency in the development of these RMPs.

Cooperating Agency status provides an opportunity for government partners to engage early and substantively in the NEPA process. The BLM will serve as the lead federal agency, consistent with NEPA, Department of the Interior regulations (43 CFR Part 46), and associated policies. This invitation reflects our recognition of the value your agency would bring to the project through your expertise, authorities, and relationship to resources potentially affected by this action.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Utah State Office
440 West 200 South, Ste. 500
Salt Lake City, Utah 84101

If your agency elects to participate, please review the attached Memorandum of Understanding which outlines the roles and responsibilities of BLM and the Cooperating Agency, and fill out Exhibit A and B and sign Section VIII.

Thank you for your consideration. We look forward to working with you.

Sincerely,

Christina Price
Acting State Director

Enclosure
1- Memorandum of Understanding

cc:
Marie McGann (mmcgann@blm.gov)
Acting District Manager
Canyon Country District Office

Harry Barber (hbarber@blm.gov)
District Manager
Paria River District Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
AND THE

_____
REGARDING DEVELOPMENT OF THE
SOUTHERN UTAH RESOURCE MANAGEMENT PLANS
NATIONAL ENVIRONMENTAL POLICY ACT ANALYSIS

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Utah State Office, in coordination with Grand Staircase-Escalante National Monument/Kanab Field Office and Monticello Field Office ("BLM") and the _____("Cooperator"), collectively referred to as "the Parties." The purpose of this partnership is to conduct environmental analysis and prepare documentation for compliance with the National Environmental Policy Act (NEPA), including Pre-NEPA documents, for the development of an Environmental Impact Statement for the Southern Utah Resource Management Plans.

The BLM serves as the lead federal agency for the development of NEPA analysis. The BLM acknowledges that the Cooperator possesses jurisdiction by law and/or special expertise relevant to the effort as defined in 42 U.S.C. § 4336e and 43 CFR § 46.225.

II. Purpose

The purposes of this MOU are:

A. To designate the _____ as a Cooperating Agency.
B. To provide a framework for cooperation and coordination that ensures the timely, efficient, and thorough completion of the NEPA process.
C. To recognize the BLM's responsibility for the content of NEPA documents and BLM decision (ROD or DR).
D. To describe the respective responsibilities, jurisdictional authorities, and expertise of each Party.

III. Authorities

The Parties enter this MOU under the following authorities:

A. National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.).
B. Department of the Interior NEPA Regulations (43 CFR Part 46) and DOI NEPA Handbook (516 DM 1).
C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.).

IV. Roles and Responsibilities

A. BLM Responsibilities (Lead Agency)

A. **Final Content Control:** The BLM is responsible for completing the NEPA processes, as well as the preparation, content, and quality control of all NEPA documents and supporting information consistent with applicable laws and regulations.

B. **Meaningful Involvement:** The BLM will involve the Cooperator in developing alternatives, identifying effects, selecting preferred alternatives, and determining mitigation measures.

C. **Timing and Schedule:** The BLM is responsible for ensuring the NEPA analysis is completed within the timeframe and page limits required by relevant laws, regulations, and policies.

D. **Consideration of Input:** The BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the NEPA process to the fullest extent possible consistent with its responsibilities as lead agency, giving particular consideration to those topics for which the Cooperator possesses jurisdiction by law or special expertise

E. **Information Sharing:** The BLM will provide copies of technical reports, data, and working drafts relevant to the Cooperator's responsibilities in consideration of the effect such releases may have on the BLM's ability to withhold information from other parties.

F. **Communication:** The BLM will ensure timely communication regarding the development and review of the NEPA document. Communication may include, but is not limited to, conference calls, in person or virtual meetings, and emails.

B. Cooperating Agency Responsibilities

A. **Expertise and Data:** The Cooperator will provide technical expertise, comments, and data within its jurisdiction or expertise, including information on plans and policies relevant to the NEPA or planning process.

B. **Active Participation:** Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities associated with the planning process. These activities may include, but are not limited to, providing guidance on public involvement strategies, identifying data needs, formulating alternatives, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the NEPA and supporting documents.

C. **Schedule Adherence:** The Cooperator will consult with the BLM to meet the established schedule and elevate any issues that may cause delays to the BLM as soon as practicable. Extensions of time for the Cooperator to provide input and comments are unlikely due to statutory deadlines.

D. **Conflict Notification:** The Cooperator will notify the BLM of issues or disagreements in a timely fashion.

E. **Appointment of Representative:** If the Cooperator wishes to appoint an external representative to attend or perform work on their behalf, a Representative Appointment must be completed (Exhibit B) and signed indicating who the Cooperator authorizes and in what capacities. For circumstances of a tribe, a tribal resolution may also accompany the Appointment of a Representative (Exhibit B). The representative is held to the same standards as the cooperator, including A – E above.

C. Agreements of the Parties

A. **Good Faith:** The Parties agree to participate in this process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the NEPA analysis, the Parties agree to utilize the facilitation and conciliation procedures described below (Section V). Participation as a Cooperating Agency does not diminish the Cooperator's right to comment on the analysis, protest a proposed decision, or appeal a decision nor does it diminish or restrict the BLM's obligation to coordinate with the Cooperator during land use planning under the authority of FLPMA (43 U.S.C. 1712(c)(9)).

B. **Representatives:** Each Party will designate representatives, as specified in Exhibit A, to ensure coordination between the Cooperators and the BLM during the NEPA process. Each Party may change its representative at will by providing written notice to the other Party.

C. **Communication:** The Parties agree to communicate in a regular and timely fashion regarding preparation of the NEPA analyses.

D. **Funding:** Each Party is responsible for funding its own expenses associated with the NEPA process. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

Nothing in this MOU shall require either Party to assume any obligation or expend any sum in excess of authorization and appropriations available. **Schedule:** The Parties agree to make their best effort to comply with the schedule provided by the Agency, including dates for milestones and timeframes for Cooperators' reviews and comments. If either Party anticipates missing a milestone, that Party should notify the other as soon as

practicable. Parties acknowledge the schedule may or may not be modified if a Party cannot meet a milestone.

E. **Contractor Restrictions:** Contractors may represent Cooperating Agencies for information sharing but may **not** represent them during any meeting where the team is working toward a decision.

   In the event BLM or a proponent retains a contractor for assistance in preparation of the NEPA document, the Cooperator may only coordinate with the contractor through or with approval by the BLM representative. This coordination may include: communicating with the contractor only through BLM's representative; providing information and comments directly to the contractor; or collaborating with contractor's technical staff and subcontractors on matters within the Cooperator's jurisdiction or special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the applicable contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

F. **Conflict of interest.** The Parties agree not to utilize any individual or organization for purposes of document development, environmental analysis, or Cooperating Agency representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of NEPA project.

V. Conflict Resolution

The Parties will first attempt to resolve disagreements informally. If substantive disagreements (e.g., regarding alternatives or effects analysis) cannot be resolved:

A. **Conflict Resolution Meetings:** Parties will make every effort to attempt resolution at the lowest levels, beginning with the Team Lead/Subject Matter Experts, and then with the Project Managers and Representatives (Exhibit A). If conflicts remain, the Cooperator may request a formal conflict resolution meeting with the Responsible Official (recommended limit of one per quarter). Outcomes of conflict resolution efforts will be documented in the project file.

B. **Alternative Dispute Resolution (ADR):** The Parties may agree to initiate ADR or retain an independent facilitator.

C. **Documentation:** If disagreements remain unresolved, the BLM will include a summary of the Cooperator's views in the project file.

VI. Records and Confidentiality

A. **Official Record:** All documents generated under this MOU become part of the official BLM project record.

B. **Freedom of Information Act (FOIA)/Privacy Act:** The BLM will determine the suitability of records for public release based on federal law.

C. **Non-Disclosure:** The Cooperator agrees that the Cooperator and any contractor working on the Cooperator's behalf will maintain the confidentiality of documents and deliberations during the period prior to the public release of any environmental document, including drafts, to the extent permitted by the FOIA and other applicable law.

D. **Confidentiality**. Except as required by law, all parties receiving proprietary and/or pre-decisional and deliberative information pursuant to this MOU agree not to disclose, transmit, or otherwise divulge this information (43 CFR § 46.225(d)). Cultural resource location and sensitive tribal information shall be handled under agency policy and protected from public disclosure to the maximum extent allowed by law.

   If a law requires either Party to disclose any proprietary and/or pre-decisional and deliberative document to the public, the Party releasing the document shall notify the other Party in advance. The BLM and the Cooperator recognize that applicable public records and open meeting laws may require release of non-exempt documents.

E. **Sensitive Data:** The Cooperator may, at its discretion, withhold sensitive documents from the BLM that could become prematurely available under FOIA if they are not essential for the record.

VII. Administration

A. **Authorities not altered**. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority. This MOU does not alter any other written agreements between the Parties.

B. **Public process not forfeited**. Nothing in this MOU precludes the Cooperator from participating in all phases of the NEPA and/or planning process generally available to the public, including the ability to seek administrative remedy or judicial review.

C. **Term:** This MOU is effective upon the last signature and expires upon the issuance of the final Decision Record or Record of Decision.

D. **Amendments:** Modification requires mutual written agreement of all Parties.

E. **Termination:** Any Party may terminate participation with 30 days' written notice.

VIII. Signatures

All signatories warrant they have the authority to enter into this MOU.

Bureau of Land Management [Name, Title] _____ Date: _____

_____ [Name, Title] _____ Date: _____

IX. Exhibits

- **Exhibit A:** Agency Representatives
- **Exhibit B:** Representative Appointment

Exhibit A: Agency Representatives

Bureau of Land Management

	Name	Title	Phone	Email
Primary Rep				
Back-up 1				
Back-up 2				

Cooperating Agency

	Name	Title	Phone	Email
Primary Rep				
Back-up 1				
Back-up 2				

Exhibit B: Representative Appointment

Cooperator _____ authorizes the indicated representative below to perform the following:

__ attend meetings on behalf of the Cooperator

__ attend meetings with the Cooperator present

__ perform tasks on behalf of the Cooperator

__ make decisions on behalf of the Cooperator

Cooperator _____ does not authorize the indicated representative below to perform the following:

_____

Representative Name:

Representative entity, business, interest group:

_____

Cooperator Signature

BLANDING CITY

Standardized Hangar Discount Options

Consolidated Maintenance, Improvement, and Utility Credit

Purpose

This program allows an eligible hangar lessee to earn a prospective rent discount for approved qualifying expenses or, for commercial lessees only, qualifying full-time airport employment. The lessee pays expenses first. The City verifies eligibility, determines the amount of the credit, provides written approval and the FBO applies the approved credit to the lessee's rent.

Rent floor and maximum discount

The effective rent may not be less than $1.05 per square foot annually. The total discount from all program credits is limited to $0.85 per square foot for hangars 1,400 square feet or smaller and $0.70 per square foot for hangars larger than 1,400 square feet. The rent floor and the applicable per-square-foot cap both apply

Discount Rules

• A discount is prospective. It starts only after City approval and applies to the lease year stated in the written approval.

• The City will not credit work completed, money spent, employment levels established, or utility expenses assumed before the discount is approved.

• The City will review and verify eligibility annually. The FBO will apply the approved discount to rent; the City does not issue a cash payment or reimburse the lessee directly.

• A credit cannot be carried forward beyond its approved term or transferred to another tenant.

• If more than one credit applies, the credits are combined. Their combined effect cannot exceed the applicable per-square-foot cap or reduce rent below $1.05 per square foot annually.

Employment credit - Commercial Only

This credit is available to commercial lessees only. Count full-time Blanding airport employees who worked at least 1,560 hours during the applicable year (defined as an individual working an average of at least 30 hours per week whose primary duty location is at the airport). The City will verify employment annually using payroll and bank records provided by lessee.

Full-time airport employees	Rate discount
1-4	$0.10/sq. ft.
5-9	$0.30/sq. ft.
10-14	$0.45/sq. ft.
15-19	$0.65/sq. ft.
20 or more	$0.85/sq. ft.

Cost-Based Hangar Discount

• Maintenance: Work that would otherwise be the City's responsibility. The airport manager must approve the work before it begins.

• Permanent improvements: The City must approve the improvement in writing before work begins. An improvement becomes City property unless the City approves a different arrangement in writing.

• Utilities: Water, natural gas, and electric service paid by the lessee for the hangar. The Blanding City Technical Review Committee must approve all new utilities. Approval may depend on the construction work needed to extend service to the hangar.

These costs do not qualify: tenant-caused damage, ordinary housekeeping, personal property, equipment, unapproved work, and expenses incurred before the program is adopted.

Discount Calculation
The annual rent credit equals 10% of the total qualifying expenses the City approves for that award year. The City divides

the annual credit by the hangar's square footage to determine the per-square-foot discount.

Each written approval must state the per-square-foot discount, the lease year when it begins, and the number of lease years it will apply. An approved discount may last no longer than 10 years. Later approved expenses may be added to the lessee's credits, subject to the same approval, annual review, maximum discount, and rent floor rules

Example
A lessee reports $5,000 in approved repairs and improvements and $600 in utilities, for $5,600 in total qualifying expenses. The annual credit is $5,600 × 10% = $560. For a 1,400-square-foot hangar, $560 ÷ 1,400 = $0.40 per square foot.

If the City approves that credit for 5 years, the rate would decrease from $1.90 to $1.50 per square foot during that approved term, subject to the program cap and rent floor. Additional approved improvements may be added in later years
where applicable, until the minimum price of $1.05 per square foot is reached.

What the lessee submits and what happens next
• Submit the request and supporting records to the City by May 31.

• Identify the hangar, the lease year for the expenses, and each cost for which a credit is requested.

• Include receipts or invoices and proof that each expense was paid. For employment credits, provide payroll and bank records requested for annual verification.

• Wait for written City approval before counting on a discount. The approval will state the amount, effective lease year, and approved term.

• The FBO applies the approved credit to rent. The lessee remains responsible for paying rent and all expenses while the request is being reviewed.

BLANDING CITY

RESOLUTION 10-27-2026-1

A RESOLUTION APPROVING COMMERCIAL AND NON-COMMERCIAL HANGAR DISCOUNTS FOR THE BLANDING AIRPORT

WHEREAS, Blanding City owns and operates the Blanding Municipal Airport and is responsible for administering City-owned airport hangars; and

WHEREAS, the City has prepared separate Commercial Hangar Lease Agreement and Non-Commercial Hangar Lease Agreement forms to establish consistent requirements for commercial aeronautical activities and private aircraft storage; and

WHEREAS, the City Council desires for existing 2026 hangar lease agreements to remain in effect until they expire and for the newly approved agreements to govern applicable lease terms beginning in 2027; and

WHEREAS, the City Council desires to allow prospective commercial operators to submit business plans during 2026 and qualify for the lease rate in effect during 2026; and

WHEREAS, the City Council finds that authorizing limited administrative modifications will allow the agreements to be administered efficiently without changing the material terms approved by the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BLANDING CITY, UTAH:

SECTION 1. APPROVAL OF LEASE AGREEMENTS.

The Commercial Hangar Lease Agreement and Non-Commercial Hangar Lease Agreement are hereby approved substantially in the forms presented to the City Council and attached as Exhibit A and Exhibit B, respectively.

SECTION 2. HANGAR LEASE RATES.

The following annual hangar lease rates are approved for lease years beginning in 2027 and ending in 2037:

1. Hangars under 1,400 square feet: $1.90 per square foot.
2. Hangars containing 1,400 square feet or more: $1.75 per square foot.

SECTION 3. IMPLEMENTATION DATE.

The approved lease agreements and rates shall apply to lease terms beginning in 2027 following the expiration of the applicable 2026 lease agreements. Nothing in this Resolution terminates or replaces an existing 2026 lease agreement before its

expiration, except by mutual written agreement or as otherwise permitted under that agreement.

SECTION 4. COMMERCIAL BUSINESS PLANS SUBMITTED DURING 2026.

A person or entity seeking to conduct commercial aeronautical activity at the Airport may submit a complete Commercial Activity Plan or other required business plan on or before December 31, 2026. An applicant who submits a complete plan by that date, receives City approval, and satisfies all applicable agreement, licensing, insurance, and documentation requirements shall receive the commercial hangar approval during 2026 as the initial agreement under the resulting commercial lease.

SECTION 5. ADMINISTRATIVE AUTHORITY.

The City Manager and Airport Manager are each authorized to make administrative and non-substantive modifications to the approved lease forms and individual agreements as reasonably necessary for their implementation and administration, without further City Council approval.

This authority does not include any modification that materially changes a City Council-approved rate, lease term structure, permitted use, or the fundamental rights or obligations of the City or a lessee.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption, subject to the implementation date established in Section 3.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

_____
Trent Herring, Mayor

ATTEST: _____
Pratt Redd, City Manager/Deputy Recorder

BLANDING CITY

RESOLUTION 10-27-2026-2

A RESOLUTION APPROVING A LIMITED MUNICIPAL ADVISORY SERVICES AGREEMENT BETWEEN BLANDING CITY AND CREWS MUNICIPAL ADVISORS FOR FINANCIAL CONSULTING AND PROJECT ADVISORY SERVICES

WHEREAS, Blanding City periodically requires specialized financial consulting and advisory services to assist in reviewing proposed agreements, evaluating funding opportunities, and ensuring that financial arrangements are in the best interest of the City; and

WHEREAS, Blanding City anticipates potential projects involving the Community Impact Fund Board (CIB), the Utah Inland Port Authority (UIPA), and other economic development and infrastructure funding opportunities that may benefit from professional financial consultation; and

WHEREAS, Crews Municipal Advisors, operating under First Security Municipal Advisors, Inc., provides municipal financial advisory services to governmental entities throughout Utah and has submitted a Municipal Advisory Agreement outlining its available services and corresponding fees; and

WHEREAS, the City desires to utilize Crews Municipal Advisors primarily for general financial consulting, review of proposed agreements, evaluation of financing structures, and assistance in understanding the financial obligations and implications associated with potential City projects; and

WHEREAS, the intent of this Agreement is to establish a professional consulting relationship that allows the City to request services on an as-needed basis, ***without guaranteeing any minimum amount of work, expenditure, project participation, or future financial transaction; and***

WHEREAS, approval of this Agreement does not constitute approval of any future borrowing, bond issuance, financing arrangement, or other financial obligation, and any such transaction shall remain subject to separate review and authorization as required by applicable law and City policy; and

WHEREAS, the City intends to utilize the hourly consulting services outlined in the Agreement, subject to the City's adopted purchasing policy, available budget appropriations, and applicable procurement requirements; and

WHEREAS, the City Council finds that establishing access to professional financial advisory services on a limited, as-needed basis is in the best interest of Blanding City and will assist City officials in making informed financial and contractual decisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BLANDING CITY, UTAH:

SECTION 1. APPROVAL OF MUNICIPAL ADVISORY AGREEMENT.

The Blanding City Council hereby approves a limited Municipal Advisory Agreement between Blanding City and First Security Municipal Advisors, Inc., doing business as Crews Municipal Advisors, substantially in the form attached hereto as Exhibit A, subject to revisions necessary to reflect the limitations and conditions established in this Resolution.

SECTION 2. PURPOSE AND SCOPE OF SERVICES.

The Agreement is approved for general municipal financial consulting and advisory services, including:

Reviewing and evaluating potential CIB, UIPA, and other infrastructure or economic development funding opportunities.

Assisting City staff in reviewing proposed financial agreements, funding arrangements, and related contractual obligations.

Providing professional advice regarding financial terms, project feasibility, and potential financial risks to Blanding City.

Providing additional financial advisory services as specifically requested and approved by the City.

The Agreement does not obligate the City to utilize Crews Municipal Advisors for any particular project, financing arrangement, or future transaction.

SECTION 3. COMPENSATION AND PURCHASING POLICY.

Consulting services shall be compensated according to the applicable hourly rates identified in the Agreement, subject to the following conditions:

All consulting services must be specifically requested and authorized by Blanding City before work begins.

Each request shall include an approved scope of services and a not-to-exceed amount.

Expenditures under this Agreement shall initially be limited to an aggregate amount not exceeding $5,000, unless additional procurement and expenditure authorization is obtained in accordance with the City's purchasing policy and applicable law.

SECTION 4. NO COMMITMENT TO FUTURE FINANCING OR PROJECTS.

The approval of this Agreement shall not constitute authorization for Crews Municipal Advisors to manage or participate in any future bond issuance, debt financing, or other financial transaction on behalf of Blanding City.

Any future financing-related engagement shall require separate written authorization and compliance with all applicable purchasing requirements, laws, and City approval procedures.

SECTION 5. TERMINATION.

The Agreement shall permit Blanding City to terminate the consulting relationship at any time upon written notice, subject only to payment for services properly authorized and satisfactorily performed through the effective date of termination.

No termination shall obligate Blanding City to compensate Crews Municipal Advisors for anticipated future work, unperformed services, or projects not specifically authorized by the City.

SECTION 6. AUTHORITY TO EXECUTE AND ADMINISTER.

The Mayor or City Manager is hereby authorized to execute the Municipal Advisory Agreement on behalf of Blanding City following incorporation of the terms and limitations established by this Resolution.

The City Manager is authorized to administer the Agreement, approve individual consulting requests within the established purchasing and budget authority, and coordinate advisory services as needed.

Any material expansion of the Agreement's scope or financial commitments beyond the authority granted herein shall require additional approval as applicable.

SECTION 7. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

_____
Trent Herring, Mayor

ATTEST: _____
Pratt Redd, City Manager/Deputy Recorder

MUNICIPAL ADVISORY AGREEMENT

THIS MUNICIPAL ADVISORY AGREEMENT ("Agreement") is made and entered into by and between BLANDING CITY, an UTAH body politic ("Client") and FIRST SECURITY MUNICIPAL ADVISORS, INC. an Arkansas corporation - doing business as CREWS MUNICIPAL ADVISORS, ("MA") for a five (5) year term, beginning at the execution of this contract ("Effective Date") and ending on that date sixty (60) months thereafter (the "Term").

WHEREAS, the Client requires the services of a financial services firm to advise it with respect to financial matters of the Client, and desires to obtain financial advisory services as herein described; and

WHEREAS, MA is willing to provide its professional services as municipal advisor in connection with all programs of financing as may be requested, considered and authorized by the Client.

NOW THEREFORE, in consideration of the mutual promises and obligations of the respective parties and intending to be legally bound, the parties agree as follows:

1. Engagement of MA. The Client hereby engages the MA to perform all municipal advisory services for the Client as described in this Agreement on an exclusive basis for the Term of this Agreement.

2. Term and Renewal. This Agreement shall be for a term commencing on the Effective Date (as hereinafter provided) and ending on that date sixty (60) months thereafter (the "Term").

3. Scope of Advisory Services Provided. During the Term and upon Client's request, the MA will provide any of the following advisory services as outlined in Exhibit A and Exhibit B.

4. Compensation for Other Municipal Advisory Services. The MA's fees for providing services are outlined in Exhibit A and Exhibit B.

5. Agreement to Provide Accurate Information. the Client agrees to provide MA with timely, accurate, complete and material information and reasonable access to relevant documents, other information and personnel as shall be necessary in furtherance of the services provided by MA as set forth herein and in the attached exhibits.

6. Certain Disclosures Regarding Conflicts of Interest and Other Matters. MA has made certain disclosures to the Client which are attached hereto and incorporated herein as Exhibit C. the Client acknowledges that it has received those disclosures set forth in Exhibit C, that it has been given the opportunity to discuss such disclosures with MA, that it hereby waives any such conflicts set forth in Exhibit C, and hereby authorizes MA to provide services pursuant to this Agreement.

7. Professional Services of Third Parties. Client authorizes MA to retain, at MA's discretion, the professional services of any third party as MA may deem necessary in furtherance of the performance of services pursuant to this Agreement, subject to relevant conflict of interest disclosures. The MA agrees that any third parties retained by MA will be compensated by MA, and that Client will not incur any liability for payment of these professional services unless approved prior to engagement.

8. Required Disclosures. MA is required to provide the Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in this Agreement.

9. Miscellaneous Provisions. This Agreement has been executed in and shall be construed under the laws of the state of Utah and shall be binding upon the parties and their respective successors and assigns. This Agreement is the entire agreement of the parties and may be modified only by a writing executed by both parties. If any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such determination shall not affect the remaining provisions which shall remain in full force and effect. The parties agree to be bound by their respective facsimile signatures on this Agreement. All notices required or permitted by this Agreement shall be given to the respective parties at the addresses set forth on the signature page of this Agreement. The Scope of Debt Issuance or Special Municipal Advisory Services provided may be changed only by written amendment or supplement to this Agreement. The parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DATED this _____ day of _____, 202__ (the "Effective Date").

BLANDING CITY, UTAH

By: _____

Title: _____

Signers acknowledge, by their signatures above, that they have the authority to execute this Agreement and that the execution and delivery of this Agreement is duly authorized by the parties.

CREWS MUNICIPAL ADVISORS
a division of First Security Municipal Advisors, Inc.

By: 

Title: Managing Director

Address: 222 S. Main Street, 5th Floor
Salt Lake City, Utah 84101

Email: mkeller@crewsfs.com

Signers acknowledge, by their signatures above, that they have the authority to execute this Agreement and that the execution and delivery of this Agreement is duly authorized by the parties.

EXHIBIT A

Debt Issuance Municipal Advisory Services

Upon Client's request, MA will perform the following Debt Issuance Municipal advisory Services:

1. Evaluate financing options for capital improvements or refunding of debt as requested by Client;
2. Advise Client regarding the structure and suitability of the financing options available, and present materials and information regarding each financing option to Client;
3. Prepare and present a calendar of events for the bond issue;
4. Attend meetings as requested by the Client to discuss bond timing and other issues related to the sale and closing of the bonds;
5. Review and send Preliminary Official Statement to all prospective bidders;
6. Depending on if a Competitive or Negotiated sale is selected, the MA will help the Client through the sale process and manage all functions required to sale the bonds;
7. Review closing documents prepared by bond counsel;
8. Present to the Client a final recap of the completed transaction, including preparation of motions necessary for the closing documents and assist bond counsel as needed for execution of all the closing documents;
9. Transmit closing documents to bond counsel to finalize prior to closing of transaction;
10. As requested, assist Client in preparing a bid form, based on the architect's draw schedule, for the length of time the construction funds can be invested and what are the choices for collateralized deposits;
11. Prepare a debt service coverage certificates or other information as required by the underwriter or purchaser;
12. Deliver transcript to Client upon receipt from bond counsel;
13. Submit information to the rating agencies pertaining to the bond issuance and help the Client prepare a rating presentation in an effort to get a favorable rating;
14. Collaborate with the Client on on-going bond compliance as required by each bond issuance.

Fee Schedule for Debt Issuance Municipal Advisory Services

For General Obligation Bonds, the Client will pay Crews a fee equal to $2.25 per $1,000 of proceeds delivered.

For Revenue Bonds, the Client will pay Crews a fee equal to $2.25 per $1,000 of proceeds delivered.

For bonds issued by the CRA/RDA such as but not limited to Tax Increment Bonds, the Client will pay Crews a fee equal to $3.25 per $1,000 of proceeds delivered.

Minimum fee: $7,500 per bond issuance.

The MA must receive confirmation from the City in writing before starting work on any individual bond issuance.

Reimbursable expenses, including travel, printing, conference calls, etc., must be approved by the City prior to being incurred.

EXHIBIT B

Special Municipal Advisory Services and Fee Schedule

Upon Client's written request and with a scope of work including a not-to-exceed amount approved by the City, the MA may perform the following Special Municipal Advisory Services:

1. Advice concerning bond elections, tax impact calculation, the creation and review of voter information pamphlets, and election strategy;
2. Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, and other studies approved by the Client;
3. Continuing Disclosure services for bonds that are issued with a bond rating or non-rated in the public markets.
4. Help with the creation and or structure of tax increment with the City's RDA/CRA including the financial modeling and agreements with other participating entities.

Fees for Special Municipal Advisory Services

Special Municipal Advisory Service fees if not indicated below will be determined on a case-by-case basis and will be presented to the Client for final approval.

CRA/RDA creation, structuring, maintenance and financial analysis will be billed upon successful completion of tax increment authorization and be billed based on an hourly calculation as outlined below:

Managing Director/Director:	$215/hr
Associate/Analyst:	$150/hr
Administrative Support Staff:	$75/hr

EXHIBIT C

Certain Disclosures

1. Conflicts of Interest. MA is required to disclose any actual or potential conflicts of interest that might impair its ability to render unbiased and competent advice to or on behalf of the Client during the term of this Agreement, as well as how MA intends to mitigate or manage each actual or potential conflict of interest it has identified after reasonable inquiry. MA will mitigate any actual or potential conflicts of interest disclosed herein by adhering to its duty of care and duty of loyalty to the Client to deal honestly and with the utmost good faith and to act in the Client's best interests without regard to the financial or other interests of the MA (Because MA has an affiliate who is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of MA is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, MA's municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MA potentially departing from their regulatory duties due to personal interests.) The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.
    a. Compensation for the services described in Exhibits A and B is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for MA to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. MA mitigates this conflict through its adherence to its fiduciary duty to the Client as described above.
    b. The MA is an affiliate of First Security Bank, an Arkansas banking corporation. In the event that MA makes a recommendation to the Client that could influence the level of business with its affiliate, MA will consider alternatives to such recommendation, which will be disclosed to the Client_ along with the impact that the recommendation and its alternatives would have on the business activities of the Client with the affiliate. Furthermore, this potential conflict is mitigated by the fact that First Security Bank is subject to its own comprehensive regulatory regime as a banking corporation under the applicable federal banking laws under which it operates.
    c. MA serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, MA serves as municipal advisor to other issuers and, in such cases, owes a regulatory

duty to such other issuers just as it does to the Issuer under this Agreement. These other issuers may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various issuers, MA could potentially face a conflict of interest arising from these competing issuer interests.

d. MA has a related affiliate (Crews and Associates, Inc.) who is a Bond Broker Dealer and Public Finance underwriter. MA will not recommend the related affiliate to be underwriter for its municipal advisory clients.

2. Professional Liability Insurance. The MA does maintain Professional Liability insurance coverage for errors and omissions through Markel American Insurance Company.

3. Qualifications of MA. MA represents and warrants to Issuer that MA and all of its employees and agents have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law or regulation to perform the services set forth herein. MA represents and warrants that it is a "Municipal Advisor" registered with the United States Securities and Exchange Commission and complies with all of the rules of the Municipal Securities Rulemaking Board pertaining to Municipal Advisors, and that it possesses the degree of knowledge and expertise needed to provide the municipal entity with informed advice.

4. Event Disclosure. The United States Securities and Exchange Commission ("SEC") Form MA and Form MA-I require MA to provide information about criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. There are no legal or disciplinary events that are material to the Client's evaluation of MA or the integrity of MA's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-1 filed with the SEC. MA's most recent form MA and Form MA-I are available online and may be accessed at http://www.sec.gov/edgar/searchedgar/companysearch.html. MA's filings are under First Security Municipal Advisors, Inc., or to use the "Fast Search by Company CIK," enter "0002041221" where indicated. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by individual MA's on Form BD or Form U4. Information provided by individual MA's on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at http://brokercheck.finra.org.

5. Investor and Municipal Advisory Client Education and Protection. FIRST SECURITY MUNICIPAL ADVISORS, INC. doing business as CREWS MUNICIPAL ADVISORS is a municipal advisor registered with the U.S. Securities and Exchange Commission (SEC) and

the Municipal Securities Rulemaking Board (MSRB). The website address for the MSRB is www.msrb.org. The MSRB posts and makes available to you an investor brochure on the website of the MSRB that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.