



## CITY COUNCIL MEETING AGENDA

### Mayor Trevor Olsen

Mayor Pro Tempore Cheryl Bowers  
 Council Member Chris Ewald  
 Council Member Charlie Taylor  
 Council Member Erik Grover  
 Council Member Kellen Nielson

**May 27, 2025 - 6-7pm - Work Session**

**May 27, 2025 - 7pm - City Council Meeting**

50 West 100 South Street,  
 Blanding Utah 84511

**Meetings live streamed when available at:**

<https://meet.google.com/ymf-jwqo-rjs>

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on **May 27, 2025** at 7:00 pm at the City Office, located at 50 W. 100 S. Street.

### Work Session

1. Budget Work Session

## 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. Approval: Consent Agenda and Minutes from **May 13, 2025** Regular Session
6. Declaration of Conflicts of Interest

### Public Input

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. Finance Report
  - a. Operational Budget Pg. 8
4. Patrick Parsons
  - a. City Engineer Report Pg. 20

### Business Items

1. **Resolution** - 05-27-2025-1 UORG Grant for the 4th Reservoir Walking Trail Pg. 23



### Discussion/Informational Items

1. R-2 Zoning Update - Ben Muhlestein
2. Budget Discussion Continued if needed
3. Local Products sold at the Blanding Visitor's Center - Trent Herring
4. Business License Interlocal Agreement Approved by San Juan County - Trent Herring
5. Energy Fuels Ribbon Cutting Event June 23rd - Ice Cream Social - Trent Herring
6. Little Miss Blanding June 26th - Trent Herring
7. Youth City Council Success - Trent Herring

Pg. 39

### 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 MINUTES

### **Mayor Trevor Olsen**

Mayor Pro Tempore Cheryl Bowers  
 Council Member Chris Ewald  
 Council Member Charlie Taylor  
 Council Member Erik Grover  
 Council Member Kellen Nielson

**May 13, 2025-5-7:00 pm - Work Session**

**May 13, 2025-7pm City Council Meeting**  
 50 West 100 South Street,  
 Blanding Utah 84511

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### Work Session

#### **1. Budget for FY2026**

- Mr. Francom went over some of the changes in the upcoming 2026 budget. They discussed multiple items, including,

## POLICY MEETING

1. Call to Order
2. Roll Call
3. A Prayer was offered by Councilmember Taylor
4. The Pledge of Allegiance was recited by all in attendance.
5. Approval: Consent Agenda and Minutes from **April 22, 2025** Regular Session  
**Councilmember Ewald made a motion to approve the consent agenda and minutes from April 22, 2025. Councilmember Bowers seconded the motion. Mayor Olsen repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.**

**Those voting aye:**

**Councilmember Taylor  
 Councilmember Nielson  
 Councilmember Grover  
 Councilmember Ewald  
 Councilmember Bowers**

**Those voting nay:**

**None**

**Constituting all members thereof, Mayor Olsen declared the motion carried.**

6. Declaration of Conflicts of Interest - None

### Public Input

**None**

### Reports



**1. Mayor**

- None

**2. City Council**

- None

**3. Finance Report - James Francom**

- Mr. Francom stated that he included the check register in the packet. There is nothing out of the ordinary. He asked if anyone had questions. They clarified the reimbursement to Mr. Herring. He purchased the policy tracking software with his own credit card.

**4. Economic Development - Ben Muhlestein**

- Business Licenses  
Home Based - Julie's Daycare  
Regular - Gone Thriftin', Reladyne West, MJ Hayes Construction, DT's Yard & Trees, Primary Residential Mortgage LLC.
- Events - **July 4th:** Vendor Booths are nearing full. We are putting together the schedule for the events. Parade entries are open. We'll get advertising out soon.  
**Fall Festival:** No major updates. **Bears Ears Marathon:** Sign ups are open and coming in. Some of our first ads will be coming out this month.
- Community Development - Zone R-2 Proposed Changes.  
- Some of the primary changes we are working on for Zone R-2 include:  
- Reducing the minimum lot size.  
- Allowing private drives so deep lots become easier to develop  
- Updating and refining some of the definitions of what is available on R-2  
- Refining other variances as needed to make sense with the prior changes  
The Planning Commission is looking at the possibility of making updates to R-1 as well to better allow development in that zone that still fits the desired characteristics of R-1.
- Economic Development Planning through GOEO- Advice and Consent - It's very important to have a proper plan in place for Economic Development going forward. The state just this year is offering free planning assistance. Our department applied for the assistance and received it. Before we enter the process, we need City Council approval to begin the process and to designate a person to be the lead contact. The process will take about 3 months and will include a fair amount of public input.
- August with GOEO was present at the meeting, he told us about the program and what he does. He spoke about the process of the making of the plan. He stated that they are also working with San Juan County and Monticello city, so there can be some coordination with those entities through the process. He talked about the different phases that they go through to make the best plan. He will coordinate with Mr. Muhlestein to implement the logistics of making the plan and putting it into practice.
- Mr. Muhlestein stated that he received notice that a grant was granted for \$428,000 for the trail around the 4th reservoir. He will get with Jones and DeMille and get going on contracts.

**5. Building Inspector - Taylor Francom**



- New permits since January 2025
  - 20 Permits
    - Addition - 3
    - Building Permit - 1
    - Commercial - 1
    - Blanding Shade Structures
      - Electrical - 2
      - Garage - 3
      - Mechanical - 2
      - Outbuilding - 2
      - Plumbing - 2
      - Remodel - 2
      - Sign - 1
      - Single Family Dwelling/Townhomes - 1
  - Inspections Completed
    - 33 Inspections completed for January-April
  - Notes:
    - May 01 first day- Set up computer, email
    - City inspect trainings and HB 368
    - Archiving old issued permits
    - Following up on issued permits
    - Diamond maps training
    - ICC Studying
  - Mr. Francom explained what HB368 is and how it works.
- 6. Police Report - Chief JJ Bradford**
- Officers attended the monthly tracking and SERT team training. Our SERT team was called out to assist UHP/County in the apprehension of a suspect who fled from officers. Officers have been assisting in the schools with presentations and have more events planned. All officers attended firearms training.
  - Mayor Olsen asked about Safe Routes to school. Mr. Herring said that he is looking into it.
- 7. Court Report - Trent Herring**
- April Criminal Cases - 8
  - Traffic Cases - 126
  - Total - 134

## Business Items

- 1. Resolution - 05-13-2025-1 Business License Interlocal Agreement**
- The City of Blanding is a duly organized municipality under the laws of the State of Utah. The City of Blanding, the Town of Bluff, the City of Monticello, and San Juan County (collectively referred to as "Participating Entities") recognize the importance of supporting local businesses by reducing redundant regulatory burdens. The Participating Entities have determined that the current system, which requires businesses to obtain separate business licenses from each jurisdiction in which they operate, creates unnecessary administrative hurdles and



economic inefficiencies. The proposed Interlocal Agreement will allow for a business located within one Participating Entity (the "Home Jurisdiction") to obtain a single business license that will be honored across all Participating Entities, provided the business complies with all applicable local ordinances and regulations in each jurisdiction in which it operates. The City Council finds that this Agreement promotes economic development, streamlines business operations, fosters regional cooperation, and encourages entrepreneurship across San Juan County.

**Councilmember Grover made a motion to approve Resolution 05-13-2025-1 Accepting the Interlocal business license agreement. Councilmember Ewald seconded the motion. Mayor Olsen repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.**

**Those voting aye:**

**Councilmember Taylor  
Councilmember Nielson  
Councilmember Grover  
Councilmember Bowers  
Councilmember Ewald**

**Those voting nay:**

**No**

**Constituting all members thereof, Mayor Olsen declared the motion carried.**

## **Discussion Items**

### **1. Well Extraction Cost estimated \$39,000**

- Mr. Herring stated that well B has stopped working. He said the cost to get it pulled, fixed and reinstalled is \$39,000.

### **2. Energy Fuels Letter of Support**

- A letter has been drafted in support of the ongoing and future operations of the Energy Fuels Mill, particularly as it relates to the extraction and production of rare earth elements and other critical minerals essential to the security, sustainability, and prosperity of our region, our state, and our nation. The letter cites the importance of skilled employment opportunities that sustain local families, as well as their contribution to the tax base that supports schools, roads and essential services. The letter notes the global demand for rare earth elements and the mill's determination and efforts to operate in accordance with state and federal environmental regulations and its commitment to transparency and community engagement. The letter states that the City of Blanding strongly encourages state and federal agencies to continue supporting and approving the operations and expansion of Energy Fuels' rare mineral extraction initiatives. We believe these efforts are aligned with the broader national interest, contribute positively to our local economy, and reflect a balanced approach to development that honors both our natural resources and our people.
- Councilmembers agreed with and liked the letter. They will sign it and get it



distributed to state leaders.

### **3. Elections Interlocal Agreement**

- Mr. Francom put together an interlocal agreement with the county. The cost for Blanding city is just under \$40,000. Mr. Herring went over each specific cost. He said that Mr. Francom corrected their mistakes in their calculations. Mr. Herring had spread sheets showing the costs for all the different election scenarios.

### **Closed Session**

**Councilmember Nielson made a motion to go into closed session to discuss pending litigation. Councilmember Bowers seconded the motion. Mayor Olsen repeated the motion. He asked for discussion or questions. Hearing none, he called for a vote.**

<b>Those voting aye:</b>	<b>Councilmember Taylor</b>
	<b>Councilmember Grover</b>
	<b>Councilmember Nielson</b>
	<b>Councilmember Ewald</b>
	<b>Councilmember Bowers</b>

<b>Those voting nay:</b>	<b>None</b>
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**Constituting all members thereof, Mayor Olsen declared the motion carried.**

### **Adjournment**

**Councilmember Grover made a motion to adjourn. Councilmember Taylor seconded the motion. Mayor Olsen repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.**

<b>Those voting aye:</b>	<b>Councilmember Taylor</b>
	<b>Councilmember Grover</b>
	<b>Councilmember Nielson</b>
	<b>Councilmember Ewald</b>
	<b>Councilmember Bowers</b>

<b>Those voting nay:</b>	<b>None</b>
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**Constituting all members thereof, Mayor Olsen declared the motion carried.**

**The meeting adjourned at 8:05pm.**

**City of Blanding**  
**Current Operational Budget Report**  
**10 10 General Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Change In Net Position</b>			
<b>Revenue:</b>			
<b>Taxes</b>			
3110 PROPERTY TAXES	282,028.07	300,000.00	94.01%
3120 SALES TAX	731,397.74	1,000,000.00	73.14%
3125 ROOM TAX	38,279.45	40,000.00	95.70%
3150 FRANCHISE FEES - WASTE MAN/EMERY TEL	19,611.83	21,000.00	93.39%
<b>Total Taxes</b>	<b>1,071,317.09</b>	<b>1,361,000.00</b>	<b>78.72%</b>
<b>Licenses and permits</b>			
3210 BUSINESS LICENSES	3,550.00	4,000.00	88.75%
3230 BUILDING PERMITS/INSPECTIONS	22,877.60	30,000.00	76.26%
3240 ANIMAL LICENSES & FEES	535.00	250.00	214.00%
3250 STREET CUT PERMITS	3,530.00	0.00	0.00%
<b>Total Licenses and permits</b>	<b>30,492.60</b>	<b>34,250.00</b>	<b>89.03%</b>
<b>Intergovernmental revenue</b>			
3310.080 STATE GRANTS Visitor Services	(26,540.25)	9,000.00	-294.89%
3315 STATE GRANTS - CLASS C ROADS	284,407.52	280,000.00	101.57%
3318 STATE LIQUOR ALLOTMENT	6,942.07	6,000.00	115.70%
3330.050 COUNTY/LOCAL GRANT Visitor Center	42,524.72	30,000.00	141.75%
3330.052 COUNTY/LOCAL GRANTS Police	40,000.00	40,000.00	100.00%
3330.053 COUNTY/LOCAL GRANTS Fire	1,642.00	5,000.00	32.84%
3330.065 COUNTY/LOCAL GRANT Parks & rec	26,365.00	27,000.00	97.65%
<b>Total Intergovernmental revenue</b>	<b>375,341.06</b>	<b>397,000.00</b>	<b>94.54%</b>
<b>Charges for services</b>			
3430 AIRPORT REVENUE	37,308.48	40,000.00	93.27%
3435 FIRE REVENUE	2,836.60	0.00	0.00%
3436 WILDLAND FIRE REVENUE	5,017.78	0.00	0.00%
3440 ADMINISTRATIVE FEES	56.48	0.00	0.00%
3445 POLICE REVENUE	2,875.30	0.00	0.00%
3450 CREDIT CARD REWARDS	1,375.54	0.00	0.00%
<b>Total Charges for services</b>	<b>49,470.18</b>	<b>40,000.00</b>	<b>123.68%</b>
<b>Fines and forfeitures</b>			
3510 JUSTICE COURT REVENUE	119,837.60	150,000.00	79.89%
<b>Total Fines and forfeitures</b>	<b>119,837.60</b>	<b>150,000.00</b>	<b>79.89%</b>
<b>Interest</b>			
3610 INTEREST INCOME	410,854.24	500,000.00	82.17%
<b>Total Interest</b>	<b>410,854.24</b>	<b>500,000.00</b>	<b>82.17%</b>
<b>Miscellaneous revenue</b>			
3620 SALES/PROPERTY - SUPPLIES	33,079.49	0.00	0.00%
3650 VISITORS CENTER REVENUE	13,908.23	13,300.00	104.57%
3671 BASEBALL REVENUE	10,645.00	4,000.00	266.13%
3671.5 SOFTBALL REVENUE	6,855.00	4,000.00	171.38%
3672 SOCCER REVENUE	8,525.00	4,000.00	213.13%
3673 FOOTBALL REVENUE	6,671.02	3,000.00	222.37%
3674 VOLLEYBALL REVENUE	5,835.00	2,500.00	233.40%
3675 BASKETBALL REVENUE	9,610.00	3,000.00	320.33%
3676 MISC REC REVENUE	169.71	0.00	0.00%
3676.5 SWIM REVENUE	2,232.50	0.00	0.00%
3677 TOURNAMENT INCOME	120.00	0.00	0.00%
3678 WELLNESS CENTER REVENUE	155,912.15	200,000.00	77.96%
3678.5 WELLNESS CENTER VENDING REVENUE	8,998.26	0.00	0.00%
3679 EVENT REVENUES	23,100.07	30,000.00	77.00%
3683 SWALLOWS NEST REVENUES	4,585.13		
3690 SUNDRY REVENUES	1,121.88	10,000.00	11.22%
<b>Total Miscellaneous revenue</b>	<b>286,783.31</b>	<b>273,800.00</b>	<b>104.74%</b>
<b>Contributions and transfers</b>			
3685 CONTRIBUTIONS	449.34	0.00	0.00%
3910 TRANSFER FROM ENTERPRISE FUNDS	120,375.00	160,500.00	75.00%
<b>Total Contributions and transfers</b>	<b>120,824.34</b>	<b>160,500.00</b>	<b>75.28%</b>
<b>Total Revenue:</b>	<b>2,464,920.42</b>	<b>2,916,550.00</b>	<b>84.51%</b>
<b>Expenditures:</b>			
<b>General government</b>			



**City of Blanding**  
**Current Operational Budget Report**  
**10 10 General Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Council</b>			
41110 Council SALARIES AND WAGES	7,703.22	8,792.00	87.62%
41130 Council EMPLOYEE BENEFITS	729.97	835.00	87.42%
41150 Council EMPLOYEE MORALE	243.08	0.00	0.00%
41210 Council SUBSCRIPTIONS/MEMBERSHIPS	1,986.72	2,000.00	99.34%
41220 Council PUBLIC NOTICES	220.50	500.00	44.10%
41230 Council TRAVEL/EDUCATION	1,438.47	3,000.00	47.95%
41240 Council OFFICE EXPENSE & SUPPLIES	40.45	0.00	0.00%
41480 Council OTHER SPECIAL DEPARTMENT	4,549.19	10,000.00	45.49%
41485 Council YOUTH CITY COUNCIL	2,950.62	0.00	0.00%
41510 Council INSURANCE	500.00	500.00	100.00%
<b>Total Council</b>	<b>20,362.22</b>	<b>25,627.00</b>	<b>79.46%</b>
<b>Court</b>			
42110 Court SALARIES AND WAGES	79,372.42	82,040.00	96.75%
42130 Court EMPLOYEE BENEFITS	19,373.44	14,535.00	133.29%
42150 Court EMPLOYEE MORALE	0.00	120.00	0.00%
42220 Court PUBLIC NOTICES	19.30	0.00	0.00%
42230 Court TRAVEL/EDUCATION	3,430.07	4,000.00	85.75%
42240 Court OFFICE EXPENSE & SUPPLIES	1,472.83	500.00	294.57%
42250 Court REPAIR & MAINT	223.29	500.00	44.66%
42310 Court PROFESSIONAL/TECHNICAL	1,498.00	28,000.00	5.35%
42410 Court PROSECUTION	48,467.50	0.00	0.00%
42510 Court INSURANCE	500.00	500.00	100.00%
<b>Total Court</b>	<b>154,356.85</b>	<b>130,195.00</b>	<b>118.56%</b>
<b>Public Defender</b>			
43310 Public Defender PROFESSIONAL/TECHNICAL	20,455.00	19,200.00	106.54%
<b>Total Public Defender</b>	<b>20,455.00</b>	<b>19,200.00</b>	<b>106.54%</b>
<b>Administrative</b>			
44110 Admin SALARIES AND WAGES	46,698.70	44,035.00	106.05%
44130 Admin EMPLOYEE BENEFITS	16,191.61	11,065.00	146.33%
44150 Admin EMPLOYEE MORALE	10,272.11	10,000.00	102.72%
44210 Admin SUBSCRIPTIONS/MEMBERSHIPS	2,690.55	2,000.00	134.53%
44220 Admin PUBLIC NOTICES	622.60	0.00	0.00%
44230 Admin TRAVEL/EDUCATION	7,685.00	4,000.00	192.13%
44240 Admin OFFICE EXPENSE & SUPPLIES	3,899.83	4,000.00	97.50%
44250 Admin REPAIR & MAINT	2,498.15	500.00	499.63%
44260 Admin BUILDINGS - SUPPLIES & MAINT	457.63	3,000.00	15.25%
44280 Admin TELEPHONE	12,673.44	1,200.00	1,056.12%
44290 Admin TELEPHONE - CELL	1,101.48	960.00	114.74%
44310 Admin PROFESSIONAL/TECHNICAL	16,042.09	1,600.00	1,002.63%
44480 Admin OTHER SPECIAL DEPARTMENT	1,765.82	1,500.00	117.72%
44510 Admin INSURANCE	2,700.00	2,700.00	100.00%
<b>Total Administrative</b>	<b>125,299.01</b>	<b>86,560.00</b>	<b>144.75%</b>
<b>Attorney</b>			
45310 Attorney PROFESSIONAL/TECHNICAL	4,240.00	10,000.00	42.40%
<b>Total Attorney</b>	<b>4,240.00</b>	<b>10,000.00</b>	<b>42.40%</b>
<b>Planning and zoning</b>			
48110 P&Z SALARIES AND WAGES	66,298.14	45,315.00	146.31%
48130 P&Z EMPLOYEE BENEFITS	15,806.08	12,450.00	126.96%
48210 P&Z SUBSCRIPTIONS/MEMBERSHIPS	106.04	500.00	21.21%
48220 P&Z PUBLIC NOTICES	251.68	0.00	0.00%
48230 P&Z TRAVEL/EDUCATION	1,634.42	3,000.00	54.48%
48240 P&Z OFFICE EXPENSE & SUPPLIES	101.99	150.00	67.99%
48310 P&Z PROFESSIONAL/TECHNICAL	5,668.94	1,500.00	377.93%
48480 P&Z OTHER SPECIAL DEPART SUPPLIES	170.96	600.00	28.49%
<b>Total Planning and zoning</b>	<b>90,038.25</b>	<b>63,515.00</b>	<b>141.76%</b>
<b>Total General government</b>	<b>414,751.33</b>	<b>335,097.00</b>	<b>123.77%</b>
<b>Public safety</b>			
<b>Police</b>			
52110 Police SALARIES AND WAGES	486,898.68	450,000.00	108.20%
52130 Police EMPLOYEE BENEFITS	262,558.68	200,000.00	131.28%
52150 Police EMPLOYEE MORALE	0.00	500.00	0.00%
52210 Police SUBSCRIPTIONS/MEMBERSHIPS	19,579.20	0.00	0.00%

**City of Blanding**  
**Current Operational Budget Report**  
**10 10 General Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<b>Current YTD</b>	<b>Annual Budget</b>	<b>Percent Used</b>
52230 Police TRAVEL/EDUCATION	1,821.16	5,500.00	33.11%
52240 Police OFFICE EXPENSE & SUPPLIES	2,084.98	2,000.00	104.25%
52250 Police REPAIR & MAINT	32,701.02	36,000.00	90.84%
52260 Police BUILDINGS - SUPPLIES & MAINT	0.00	500.00	0.00%
52270 Police UTILITIES	3,899.87	6,000.00	65.00%
52280 Police INTERNET	883.05	9,000.00	9.81%
52290 Police CELLPHONE	2,064.56	2,880.00	71.69%
52310 Police PROFESSIONAL/TECHNICAL	42,262.00	49,400.00	85.55%
52480 Police OTHER SPECIAL DEPART SUPPLIES	979.79	7,200.00	13.61%
52510 Police INSURANCE	3,500.00	3,500.00	100.00%
52740 Police CAPITAL OUTLAY	71,178.17	55,000.00	129.41%
<b>Total Police</b>	<b>930,411.16</b>	<b>827,480.00</b>	<b>112.44%</b>
<b>Fire</b>			
53110 Fire SALARIES AND WAGES	33,891.96	40,631.00	83.41%
53120 Fire Wildland Fire	2,409.00	0.00	0.00%
53130 Fire EMPLOYEE BENEFITS	3,791.24	3,860.00	98.22%
53150 Fire EMPLOYEE MORALE	31.91	500.00	6.38%
53210 Fire SUBSCRIPTIONS/MEMBERSHIPS	2,022.92	0.00	0.00%
53230 Fire TRAVEL/EDUCATION	2,369.44	2,500.00	94.78%
53240 Fire OFFICE EXPENSE & SUPPLIES	1,327.19	1,000.00	132.72%
53250 Fire REPAIR & MAINT	17,183.68	14,950.00	114.94%
53260 Fire BUILDINGS - SUPPLIES & MAINT	42.12	0.00	0.00%
53270 Fire UTILITIES	5,837.45	6,500.00	89.81%
53280 Fire INTERNET	881.60	1,500.00	58.77%
53290 Fire CELLPHONE	421.52	480.00	87.82%
53310 Fire PROFESSIONAL/TECHNICAL	90.00	6,115.00	1.47%
53480 Fire OTHER SPECIAL DEPART SUPPLIES	7,033.89	17,500.00	40.19%
53510 Fire INSURANCE	500.00	500.00	100.00%
<b>Total Fire</b>	<b>77,833.92</b>	<b>96,036.00</b>	<b>81.05%</b>
<b>Total Public safety</b>	<b>1,008,245.08</b>	<b>923,516.00</b>	<b>109.17%</b>
<b>Highways and public improvements</b>			
<b>Streets and shop</b>			
60110 Streets SALARIES AND WAGES	35,801.95	32,690.00	109.52%
60130 Streets EMPLOYEE BENEFITS	20,763.63	9,484.00	218.93%
60210 Streets SUBSCRIPTIONS/MEMBERSHIPS	16.00	0.00	0.00%
60230 Streets TRAVEL/EDUCATION	0.00	1,400.00	0.00%
60240 Streets OFFICE EXPENSE & SUPPLIES	1,084.10	390.00	277.97%
60250 Streets REPAIR & MAINT	38,889.06	25,750.00	151.03%
60260 Streets BUILDINGS - SUPPLIES & MAINT	511.75	1,500.00	34.12%
60270 Streets UTILITIES	10,294.30	10,000.00	102.94%
60280 Streets CELLPHONE	1,233.76	0.00	0.00%
60310 Streets PROFESSIONAL/TECHNICAL	165.00	10,000.00	1.65%
60480 Streets OTHER SPECIAL DEPART SUPPLIES	0.00	8,650.00	0.00%
60510 Streets INSURANCE	1,000.00	0.00	0.00%
<b>Total Streets and shop</b>	<b>109,759.55</b>	<b>99,864.00</b>	<b>109.91%</b>
<b>Airport</b>			
46110 Airport SALARIES AND WAGES	0.00	8,883.00	0.00%
46130 Airport EMPLOYEE BENEFITS	0.00	2,473.00	0.00%
46210 Airport SUBSCRIPTIONS/MEMBERSHIPS	25.00	0.00	0.00%
46230 Airport TRAVEL/EDUCATION	200.00	2,000.00	10.00%
46240 Airport OFFICE EXPENSE & SUPPLIES	163.48	310.00	52.74%
46250 Airport REPAIR & MAINT	903.81	7,200.00	12.55%
46260 Airport BUILDINGS - SUPPLIES & MAINT	309.65	3,000.00	10.32%
46270 Airport UTILITIES	3,618.63	4,000.00	90.47%
46280 Airport INTERNET/CELLPHONE	1,038.67	0.00	0.00%
46310 Airport PROFESSIONAL/TECHNICAL	3,969.95	0.00	0.00%
46510 Airport INSURANCE	0.00	3,000.00	0.00%
<b>Total Airport</b>	<b>10,229.19</b>	<b>30,866.00</b>	<b>33.14%</b>
<b>City Engineer</b>			
61110 Engineer SALARIES AND WAGES	9,045.10	11,025.00	82.04%
61130 Engineer EMPLOYEE BENEFITS	4,265.21	2,943.00	144.93%
61230 Engineer TRAVEL/EDUCATION	0.00	1,800.00	0.00%
61240 Engineer OFFICE EXPENSE & SUPPLIES	0.00	585.00	0.00%
61250 Engineer REPAIR & MAINT	0.00	1,900.00	0.00%

**City of Blanding**  
**Current Operational Budget Report**  
**10 10 General Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<b>Current YTD</b>	<b>Annual Budget</b>	<b>Percent Used</b>
61260 Engineer BUILDINGS - SUPPLIES & MAINT	0.00	200.00	0.00%
61290 Engineer TELEPHONE - CELL	147.68	480.00	30.77%
61310 Engineer PROFESSIONAL/TECHNICAL	0.00	800.00	0.00%
61510 Engineer INSURANCE	0.00	1,000.00	0.00%
<b>Total City Engineer</b>	<b>13,457.99</b>	<b>20,733.00</b>	<b>64.91%</b>
<b>Total Highways and public improvements</b>	<b>133,446.73</b>	<b>151,463.00</b>	<b>88.11%</b>
<b>Parks, recreation, and public property</b>			
<b>Visitors Center</b>			
50110 Econ Dev & Visitor Cntr SALARIES AND WAGES	66,863.95	90,525.00	73.86%
50130 Econ Dev & Visitor Cntr EMPLOYEE BENEFITS	24,413.08	17,462.00	139.81%
50150 Econ Dev & Visitor Cntr EMPLOYEE MORALE	160.38	300.00	53.46%
50210 Econ Dev & Visitor Cntr SUBSCRIPTIONS/MEMBERSHIPS	2,751.61	0.00	0.00%
50230 Econ Dev & Visitor Cntr TRAVEL/EDUCATION	5,039.37	5,000.00	100.79%
50240 Econ Dev & Visitor Cntr OFFICE EXPENSE & SUPPLIES	1,713.32	1,700.00	100.78%
50250 Econ Dev & Visitor Cntr REPAIR & MAINT	1,172.58	1,500.00	78.17%
50255 Econ Dev & Visitor Cntr SMALL TOOLS & MINOR EQUIPM	323.82	0.00	0.00%
50260 Econ Dev & Visitor Cntr BUILDING-GROUNDS & MAINT	2,191.84	5,000.00	43.84%
50270 Econ Dev & Visitor Cntr UTILITIES	6,798.74	8,500.00	79.99%
50280 Econ Dev & Visitor Cntr INTERNET/CELLPHONE	1,194.22	2,500.00	47.77%
50310 Econ Dev & Visitor Cntr MARKETING	26,353.54	16,700.00	157.81%
50320 Econ Dev & Visitor Cntr 4TH OF JULY	13,478.34	27,000.00	49.92%
50330 Econ Dev & Visitor Cntr FALL FESTIVAL	4,658.19	3,500.00	133.09%
50340 Econ Dev & Visitor Cntr MARATHON	20,811.76	26,000.00	80.05%
50350 Econ Dev & Visitor Cntr EVENTS SPONSORSHIP	250.00	0.00	0.00%
50480 Econ Dev & Visitor Cntr OTHER SPECIAL DEPT SUPPLIES	9.35	0.00	0.00%
50610 Econ Dev & Visitor Cntr MISCELLANEOUS	70.00	0.00	0.00%
50750 Econ Dev & Visitor Cntr GRANT EXPENSE	531.75	0.00	0.00%
<b>Total Visitors Center</b>	<b>178,785.84</b>	<b>205,687.00</b>	<b>86.92%</b>
<b>Parks and recreation</b>			
65110 ParksRec SALARIES AND WAGES	144,569.12	172,545.00	83.79%
65130 ParksRec EMPLOYEE BENEFITS	27,185.56	33,986.00	79.99%
65150 ParksRec EMPLOYEE MORALE	60.42	1,000.00	6.04%
65230 ParksRec TRAVEL/EDUCATION	1,056.34	4,000.00	26.41%
65240 ParksRec OFFICE EXPENSE & SUPPLIES	866.14	0.00	0.00%
65250 ParksRec REPAIR & MAINT	38,093.95	25,000.00	152.38%
65255 ParksRec SMALL TOOLS & MINOR EQUIPMENT	353.99	0.00	0.00%
65260 ParksRec BUILDINGS - SUPPLIES & MAINT	1,776.66	12,000.00	14.81%
65270 ParksRec UTILITIES	27,079.97	28,000.00	96.71%
65290 ParksRec CELLPHONE	1,064.56	960.00	110.89%
65310 ParksRec PROFESSIONAL/TECHNICAL	17,500.00	22,000.00	79.55%
65330 ParksRec BASEBALL EXPENSE	(55.00)	7,000.00	-0.79%
65340 ParksRec SOFTBALL EXPENSE	70.00	5,000.00	1.40%
65350 ParksRec SOCCER EXPENSE	2,440.59	6,000.00	40.68%
65360 ParksRec FOOTBALL EXPENSE	9,794.10	8,000.00	122.43%
65370 ParksRec BASKETBALL EXPENSE	6,626.04	4,000.00	165.65%
65390 ParksRec VOLLEYBALL EXPENSE	3,072.36	10,000.00	30.72%
65400 ParksRec TOURNAMENT EXPENSE	0.00	2,000.00	0.00%
65480 ParksRec OTHER SPECIAL DEPART SUPPLIES	3,308.23	0.00	0.00%
65510 ParksRec INSURANCE	1,000.00	1,000.00	100.00%
<b>Total Parks and recreation</b>	<b>285,863.03</b>	<b>342,491.00</b>	<b>83.47%</b>
<b>Total Parks, recreation, and public property</b>	<b>464,648.87</b>	<b>548,178.00</b>	<b>84.76%</b>
<b>Wellness Center</b>			
66110 Wellness Center SALARIES AND WAGES	158,518.87	191,408.00	82.82%
66130 Wellness Center EMPLOYEE BENEFITS	21,995.09	27,772.00	79.20%
66210 Wellness Center SUBSCRIPTIONS/MEMBERSHIPS	4,830.45	0.00	0.00%
66240 Wellness Center OFFICE EXPENSE & SUPPLIES	2,205.17	1,000.00	220.52%
66250 Wellness Center REPAIR & MAINT	20,966.74	40,000.00	52.42%
66253 Wellness Center EQUIPMENT LEASE	19,130.00	0.00	0.00%
66260 Wellness Center BUILDINGS - SUPPLIES & MAINT	4,108.71	10,000.00	41.09%
66270 Wellness Center UTILITIES	27,297.68	36,000.00	75.83%
66280 Wellness Center INTERNET	2,482.58	1,800.00	137.92%
66310 Wellness Center PROFESSIONAL/TECHNICAL	240.00	2,000.00	12.00%
66320 Wellness Center POOL EXPENSE	12,403.79	35,000.00	35.44%
66330 Wellness Center VENDING	4,022.42	0.00	0.00%

**City of Blanding**  
**Current Operational Budget Report**  
**10 10 General Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
66510 Wellness Center INSURANCE	4,500.00	4,500.00	100.00%
69810 SALES TAX REVENUE BOND PAYMENT	64,820.00	50,000.00	129.64%
<b>Total Wellness Center</b>	<b>347,521.50</b>	<b>399,480.00</b>	<b>86.99%</b>
<b>Transfers</b>			
7010 TRANSFER to Capital Projects fund	0.00	550,000.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>550,000.00</b>	<b>0.00%</b>
<b>Total Expenditures:</b>	<b>2,368,613.51</b>	<b>2,907,734.00</b>	<b>81.46%</b>
<b>Total Change In Net Position</b>	<b>96,306.91</b>	<b>8,816.00</b>	<b>1,092.41%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**40 40 Capital Projects Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Change In Net Position</b>			
<b>Revenue:</b>			
<b>Contributions and transfers</b>			
3310.044 STATE GRANTS - Admin	26,475.00	0.00	0.00%
3310.046 STATE GRANTS - Airport	124,964.84	0.00	0.00%
3310.065 STATE GRANTS - Parks & Rec	0.00	125,250.00	0.00%
3320.046 FEDERAL GRANTS - Airport	0.00	768,948.00	0.00%
3330.060 COUNTY GRANTS - Road	228,014.40	0.00	0.00%
3340.065 OTHER GRANTS - Park & Rec	70,000.00	0.00	0.00%
3910 TRANSFER FROM GF	0.00	550,000.00	0.00%
3990 Fund balance appropriated	0.00	771,128.00	0.00%
<b>Total Contributions and transfers</b>	<b>449,454.24</b>	<b>2,215,326.00</b>	<b>20.29%</b>
<b>Total Revenue:</b>	<b>449,454.24</b>	<b>2,215,326.00</b>	<b>20.29%</b>
<b>Expenditures:</b>			
<b>Highways and public improvements</b>			
<b>Class C roads</b>			
40747 ROADS	453,756.13	890,000.00	50.98%
<b>Total Class C roads</b>	<b>453,756.13</b>	<b>890,000.00</b>	<b>50.98%</b>
<b>Airport</b>			
40746 AIRPORT	141,376.42	837,376.00	16.88%
<b>Total Airport</b>	<b>141,376.42</b>	<b>837,376.00</b>	<b>16.88%</b>
<b>Total Highways and public improvements</b>	<b>595,132.55</b>	<b>1,727,376.00</b>	<b>34.45%</b>
<b>Miscellaneous</b>			
40740 CAPITAL OUTLAY	324,445.16	487,950.00	66.49%
<b>Total Miscellaneous</b>	<b>324,445.16</b>	<b>487,950.00</b>	<b>66.49%</b>
<b>Total Expenditures:</b>	<b>919,577.71</b>	<b>2,215,326.00</b>	<b>41.51%</b>
<b>Total Change In Net Position</b>	<b>(470,123.47)</b>	<b>0.00</b>	<b>0.00%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**51 51 Water Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
3710 Water Service Income	680,277.86	800,000.00	85.03%
3720 Water Connect Fee	22,184.34	7,000.00	316.92%
3730 Water Impact Fee	25,173.00	5,000.00	503.46%
<b>Total Operating income</b>	<b>727,635.20</b>	<b>812,000.00</b>	<b>89.61%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	252,164.73	249,920.00	100.90%
40130 EMPLOYEE BENEFITS	102,426.96	65,457.00	156.48%
40210 SUBSCRIPTIONS/MEMBERSHIP	1,191.00	1,500.00	79.40%
40220 PUBLIC NOTICES	25.00	0.00	0.00%
40230 TRAVEL/EDUCATION	2,379.64	2,000.00	118.98%
40240 OFFICE EXPENSE & SUPPLIES	1,049.91	1,500.00	69.99%
40250 EQUIPMENT REPAIR & MAINT	87,301.47	100,000.00	87.30%
40260 BUILDINGS - SUPPLIES & MAINT	224.37	500.00	44.87%
40265 WATER PURCHASES	20,276.35	28,000.00	72.42%
40270 UTILITIES	18,983.42	25,000.00	75.93%
40280 TELEPHONE	893.04	1,500.00	59.54%
40310 PROFESSIONAL/TECHNICAL	7,109.84	20,000.00	35.55%
40480 OTHER SPECIAL DEPART SUPPLIES	50.00	500.00	10.00%
40510 INSURANCE	10,000.00	10,000.00	100.00%
40700 DEPRECIATION	400,910.34	610,000.00	65.72%
<b>Total Operating expense</b>	<b>904,986.07</b>	<b>1,115,877.00</b>	<b>81.10%</b>
<b>Total Income From Operations:</b>	<b>(177,350.87)</b>	<b>(303,877.00)</b>	<b>58.36%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating income</b>			
3310 STATE Capital Grants	372,322.33	0.00	0.00%
3750 Other non-operating income	21,609.36	100,000.00	21.61%
3810 INTEREST	99,525.24	20,000.00	497.63%
3830 Gain / loss on property retirement	(13,971.18)	0.00	0.00%
<b>Total Non-operating income</b>	<b>479,485.75</b>	<b>120,000.00</b>	<b>399.57%</b>
<b>Non-operating expense</b>			
40900 INTEREST EXPENSE	29,922.87	34,602.00	86.48%
7010 TRANSFER TO OTHER FUNDS	18,000.00	24,000.00	75.00%
<b>Total Non-operating expense</b>	<b>47,922.87</b>	<b>58,602.00</b>	<b>81.78%</b>
<b>Total Non-Operating Items:</b>	<b>431,562.88</b>	<b>61,398.00</b>	<b>702.89%</b>
<b>Total Income or Expense</b>	<b>254,212.01</b>	<b>(242,479.00)</b>	<b>-104.84%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**52 52 Sewer Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
3710 Sewer Service Income	489,248.87	530,600.00	92.21%
3720 Sewer Connect Fees	6,200.00	4,000.00	155.00%
3725 Sewer Impact Fee	13,160.00	1,600.00	822.50%
3730 Other operating revenue	1,250.00	2,000.00	62.50%
3840 RENTAL INCOME	1,140.00	3,000.00	38.00%
<b>Total Operating income</b>	<b>510,998.87</b>	<b>541,200.00</b>	<b>94.42%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	137,123.34	132,145.00	103.77%
40130 EMPLOYEE BENEFITS	60,959.44	36,190.00	168.44%
40240 OFFICE EXPENSE & SUPPLIES	55.82	1,000.00	5.58%
40250 REPAIR & MAINT	7,977.32	19,200.00	41.55%
40270 UTILITIES	7,462.64	6,400.00	116.60%
40310 PROFESSIONAL/TECHNICAL	917.00	8,000.00	11.46%
40480 OTHER SPECIAL DEPART SUPPLIES	0.00	500.00	0.00%
40510 INSURANCE	10,000.00	10,000.00	100.00%
40700 DEPRECIATION	85,412.09	130,000.00	65.70%
<b>Total Operating expense</b>	<b>309,907.65</b>	<b>343,435.00</b>	<b>90.24%</b>
<b>Total Income From Operations:</b>	<b>201,091.22</b>	<b>197,765.00</b>	<b>101.68%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating income</b>			
3810 INTEREST	27,058.12	30,000.00	90.19%
3830 Gain / loss on property retirement	(9,606.46)	0.00	0.00%
<b>Total Non-operating income</b>	<b>17,451.66</b>	<b>30,000.00</b>	<b>58.17%</b>
<b>Non-operating expense</b>			
40900 INTEREST EXPENSE	35,334.82	38,065.00	92.83%
7010 TRANSFER TO OTHER FUNDS	6,750.00	9,000.00	75.00%
<b>Total Non-operating expense</b>	<b>42,084.82</b>	<b>47,065.00</b>	<b>89.42%</b>
<b>Total Non-Operating Items:</b>	<b>(24,633.16)</b>	<b>(17,065.00)</b>	<b>144.35%</b>
<b>Total Income or Expense</b>	<b>176,458.06</b>	<b>180,700.00</b>	<b>97.65%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**53 53 Electric Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
37100 Electric service charges	2,453,044.32	3,000,000.00	81.77%
37200 Electric connection fees	18,650.21	5,000.00	373.00%
3730 FINANCE CHARGES	10,725.44	1,000.00	1,072.54%
37315 Electric Pacifcorp Rocky Mtn Power Charges	181,587.51	0.00	0.00%
38500 SUNDRY REVENUE	6,977.50	20,000.00	34.89%
<b>Total Operating income</b>	<b>2,670,984.98</b>	<b>3,026,000.00</b>	<b>88.27%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	211,354.28	191,984.00	110.09%
40130 EMPLOYEE BENEFITS	69,835.79	50,188.00	139.15%
40150 EMPLOYEE MORALE	199.38	500.00	39.88%
40210 SUBSCRIPTIONS/MEMBERSHIP	7,350.58	3,000.00	245.02%
40230 TRAVEL/EDUCATION	1,309.30	6,800.00	19.25%
40240 OFFICE EXPENSE & SUPPLIES	891.00	3,000.00	29.70%
40250 EQUIPMENT REPAIR & MAINT	13,518.27	244,750.00	5.52%
40260 BUILDINGS - SUPPLIES & MAINT	216.65	0.00	0.00%
40265 ELECTRIC PURCHASES	1,528,546.68	1,950,267.00	78.38%
40270 UTILITIES	4,714.84	6,000.00	78.58%
40280 TELEPHONE	0.00	3,000.00	0.00%
40310 PROFESSIONAL/TECHNICAL	52,047.16	70,000.00	74.35%
40315 PACIFICORP/ROCKY MTN POWER	226,751.31	0.00	0.00%
40480 OTHER SPECIAL DEPART SUPPLIES	280.54	10,000.00	2.81%
40510 INSURANCE	33,625.04	38,000.00	88.49%
40610 MISCELLANEOUS	513.97	0.00	0.00%
40620 BANK CHARGES	21,461.03	35,000.00	61.32%
40700 DEPRECIATION	123,363.67	178,607.00	69.07%
40740 Equipment under capitalization threshold	146,715.59	0.00	0.00%
<b>Total Operating expense</b>	<b>2,442,695.08</b>	<b>2,791,096.00</b>	<b>87.52%</b>
<b>Total Income From Operations:</b>	<b>228,289.90</b>	<b>234,904.00</b>	<b>97.18%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating income</b>			
38100 INTEREST	17,747.21	20,000.00	88.74%
3830 Gain / loss on property retirement	(19,058.80)	0.00	0.00%
<b>Total Non-operating income</b>	<b>(1,311.59)</b>	<b>20,000.00</b>	<b>-6.56%</b>
<b>Non-operating expense</b>			
40900 INTEREST EXPENSE	11,080.80	19,707.00	56.23%
7010 TRANSFER TO OTHER FUNDS	67,500.00	90,000.00	75.00%
<b>Total Non-operating expense</b>	<b>78,580.80</b>	<b>109,707.00</b>	<b>71.63%</b>
<b>Total Non-Operating Items:</b>	<b>(79,892.39)</b>	<b>(89,707.00)</b>	<b>89.06%</b>
<b>Total Income or Expense</b>	<b>148,397.51</b>	<b>145,197.00</b>	<b>102.20%</b>



**City of Blanding**  
**Current Operational Budget Report**  
**54 54 Natural Gas Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
3710 Gas service charges	1,179,544.81	1,250,000.00	94.36%
3720 Gas connection fees	15,469.96	10,000.00	154.70%
3730 Other operating income/construction income	8,022.41	9,000.00	89.14%
<b>Total Operating income</b>	<b>1,203,037.18</b>	<b>1,269,000.00</b>	<b>94.80%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	201,384.77	199,552.00	100.92%
40130 EMPLOYEE BENEFITS	63,607.34	52,601.00	120.92%
40210 SUBSCRIPTIONS/MEMBERSHIP	4,095.91	0.00	0.00%
40230 TRAVEL/EDUCATION	2,773.81	2,000.00	138.69%
40240 OFFICE EXPENSE & SUPPLIES	141.04	1,200.00	11.75%
40250 EQUIPMENT REPAIR & MAINT	40,962.90	30,000.00	136.54%
40255 SMALL TOOLS & MINOR EQUIPMENT	199.99	0.00	0.00%
40265 NATURAL GAS PURCHASES	683,776.00	750,000.00	91.17%
40270 UTILITIES	3,153.26	3,800.00	82.98%
40280 TELEPHONE	221.52	0.00	0.00%
40310 PROFESSIONAL/TECHNICAL	7,916.37	10,000.00	79.16%
40480 OTHER SPECIAL DEPART SUPPLIES	1,472.97	500.00	294.59%
40510 INSURANCE	8,000.00	8,000.00	100.00%
40700 DEPRECIATION	97,765.27	146,662.00	66.66%
<b>Total Operating expense</b>	<b>1,115,471.15</b>	<b>1,204,315.00</b>	<b>92.62%</b>
<b>Total Income From Operations:</b>	<b>87,566.03</b>	<b>64,685.00</b>	<b>135.37%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating income</b>			
3310 STATE Capital Grants	155,520.00	0.00	0.00%
3810 INTEREST	20,665.65	20,000.00	103.33%
3830 Gain / loss on property retirement	(19,490.97)	0.00	0.00%
<b>Total Non-operating income</b>	<b>156,694.68</b>	<b>20,000.00</b>	<b>783.47%</b>
<b>Non-operating expense</b>			
40900 INTEREST EXPENSE	1,444.78	1,908.00	75.72%
7010 TRANSFER TO OTHER FUNDS	22,500.00	30,000.00	75.00%
<b>Total Non-operating expense</b>	<b>23,944.78</b>	<b>31,908.00</b>	<b>75.04%</b>
<b>Total Non-Operating Items:</b>	<b>132,749.90</b>	<b>(11,908.00)</b>	<b>-1,114.80%</b>
<b>Total Income or Expense</b>	<b>220,315.93</b>	<b>52,777.00</b>	<b>417.45%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**55 55 Storm Water Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
3710 STORM WATER SERVICE CHARGES	125,542.51	150,000.00	83.70%
<b>Total Operating income</b>	<b>125,542.51</b>	<b>150,000.00</b>	<b>83.70%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	9,923.71	8,760.00	113.28%
40130 EMPLOYEE BENEFITS	5,033.79	2,441.00	206.22%
40240 OFFICE EXPENSE & SUPPLIES	0.00	400.00	0.00%
40250 EQUIPMENT REPAIR & MAINT	0.00	500.00	0.00%
40510 INSURANCE	500.00	500.00	100.00%
40650 FRANCHISE FEES	1,125.00	1,500.00	75.00%
40700 DEPRECIATION	69,352.64	104,029.00	66.67%
<b>Total Operating expense</b>	<b>85,935.14</b>	<b>118,130.00</b>	<b>72.75%</b>
<b>Total Income From Operations:</b>	<b>39,607.37</b>	<b>31,870.00</b>	<b>124.28%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating income</b>			
3810 INTEREST	4.08	0.00	0.00%
<b>Total Non-operating income</b>	<b>4.08</b>	<b>0.00</b>	<b>0.00%</b>
<b>Non-operating expense</b>			
40900 INTEREST EXPENSE	13,722.50	22,454.00	61.11%
7010 TRANSFER TO OTHER FUNDS	0.00	1,500.00	0.00%
<b>Total Non-operating expense</b>	<b>13,722.50</b>	<b>23,954.00</b>	<b>57.29%</b>
<b>Total Non-Operating Items:</b>	<b>(13,718.42)</b>	<b>(23,954.00)</b>	<b>57.27%</b>
<b>Total Income or Expense</b>	<b>25,888.95</b>	<b>7,916.00</b>	<b>327.05%</b>

**City of Blanding**  
**Current Operational Budget Report**  
**57 57 Solid Waste Fund - 07/01/2024 to 05/22/2025**  
**91.67% of the fiscal year has expired**

	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
<b>Income or Expense</b>			
<b>Income From Operations:</b>			
<b>Operating income</b>			
3710 Waste collection service fees	282,942.09	340,000.00	83.22%
3720 TIPPAGE FEES	337.34	0.00	0.00%
<b>Total Operating income</b>	<b>283,279.43</b>	<b>340,000.00</b>	<b>83.32%</b>
<b>Operating expense</b>			
40110 SALARIES AND WAGES	11,966.44	3,250.00	368.20%
40130 EMPLOYEE BENEFITS	8,329.79	970.00	858.74%
40270 UTILITIES	62.52	0.00	0.00%
40310 PROFESSIONAL/TECHNICAL	229,078.90	275,000.00	83.30%
40510 INSURANCE	1,000.00	1,000.00	100.00%
40700 DEPRECIATION	393.52	590.00	66.70%
<b>Total Operating expense</b>	<b>250,831.17</b>	<b>280,810.00</b>	<b>89.32%</b>
<b>Total Income From Operations:</b>	<b>32,448.26</b>	<b>59,190.00</b>	<b>54.82%</b>
<b>Non-Operating Items:</b>			
<b>Non-operating expense</b>			
7010 TRANSFER TO OTHER FUNDS	4,500.00	6,000.00	75.00%
<b>Total Non-operating expense</b>	<b>4,500.00</b>	<b>6,000.00</b>	<b>75.00%</b>
<b>Total Non-Operating Items:</b>	<b>(4,500.00)</b>	<b>(6,000.00)</b>	<b>75.00%</b>
<b>Total Income or Expense</b>	<b>27,948.26</b>	<b>53,190.00</b>	<b>52.54%</b>

# City of Blanding

## Monthly Water Report



### April 2025

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 2024	City Share of Volume 2023
Starvation	500	0	500	500	339	161	339	415	295
4th Reservoir	2,350	250	2,100	2,100	1,817	533	1,567	2,100	1,399
3rd Reservoir	250	50	200	200	178	72	128	200	190
Drywash	500	100	400	0	0	0	0	208	208
Recapture	8,444	2,500	5,944	800	3,631	686	800	800	800
<b>Total</b>	12,044	2,900	9,144	3,600	5,965	1,452	2,834	3,723	2,892

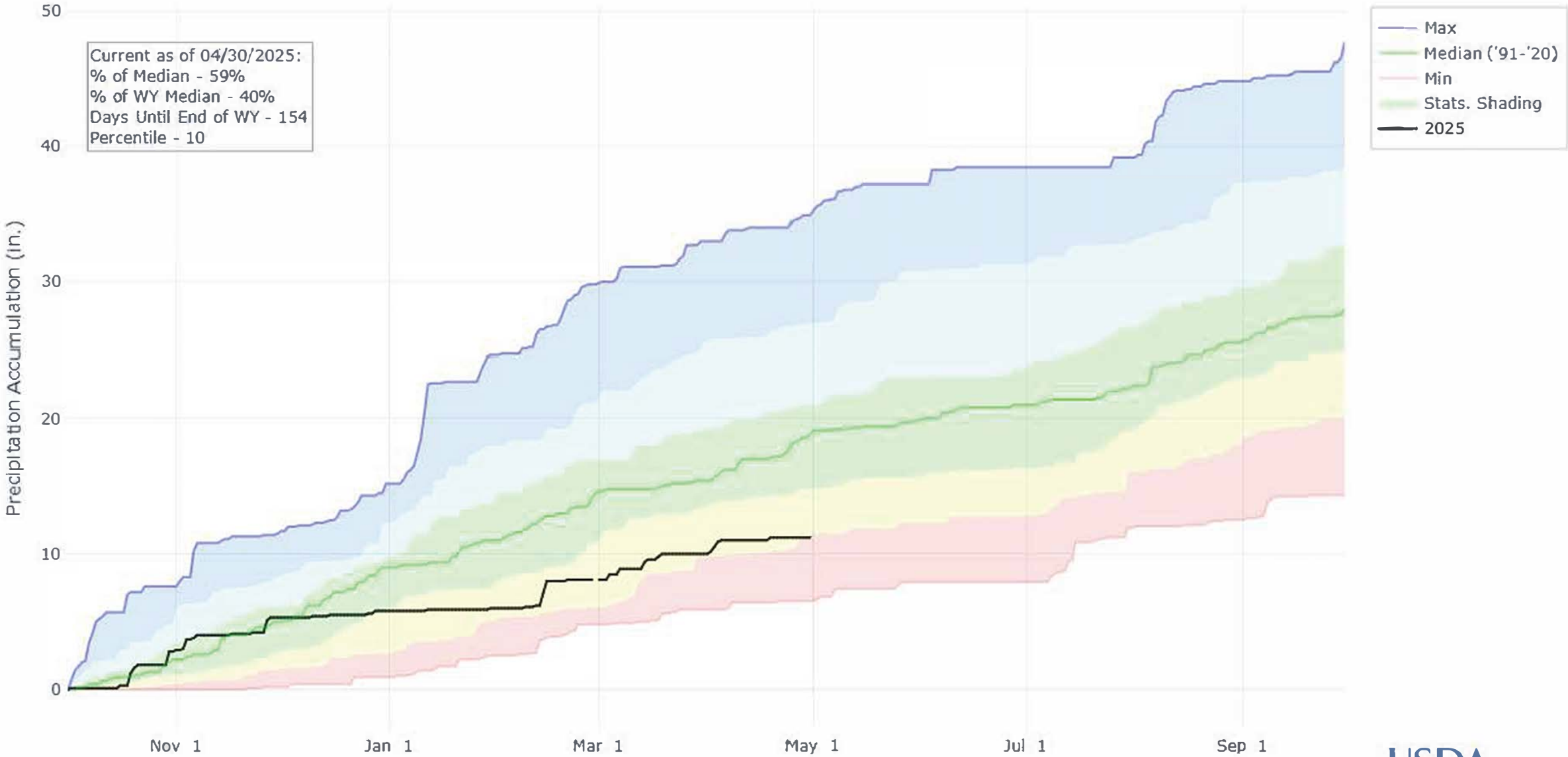
	Gallons/Per Day	Acre Feet/Month
Pipeline Flow	1,411,333	130

	Gallons	Acre Feet
Monthly Total Treated	12,930,000	39.68
Monthly Total Pumped	Well A	8.13
	Well B	0.00
	Well C	7.88
Total Montly Treated and Pumped		55.69

Notes:  
Annual Precipitation on 4/30/2024 was 11.2 inches which is 59% of median for current water year.

Month to Month Reconciliation <b>Upper</b> System	
Beginning Reservoirs Storage	2,050.00
Plus Water Taken From Pipeline	130.00
Plus Water Taken From Ditch	130.00
Plus Water Pumped from Recapture	0.00
Plus Water to System from Irrigation Shares	0.00
Less Water Treated	39.68
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	0.75
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	235.57
Ending Reservoir Storage	2,034.00

CAMP JACSON, UT (383) PRECIPITATION ACCUMULATION

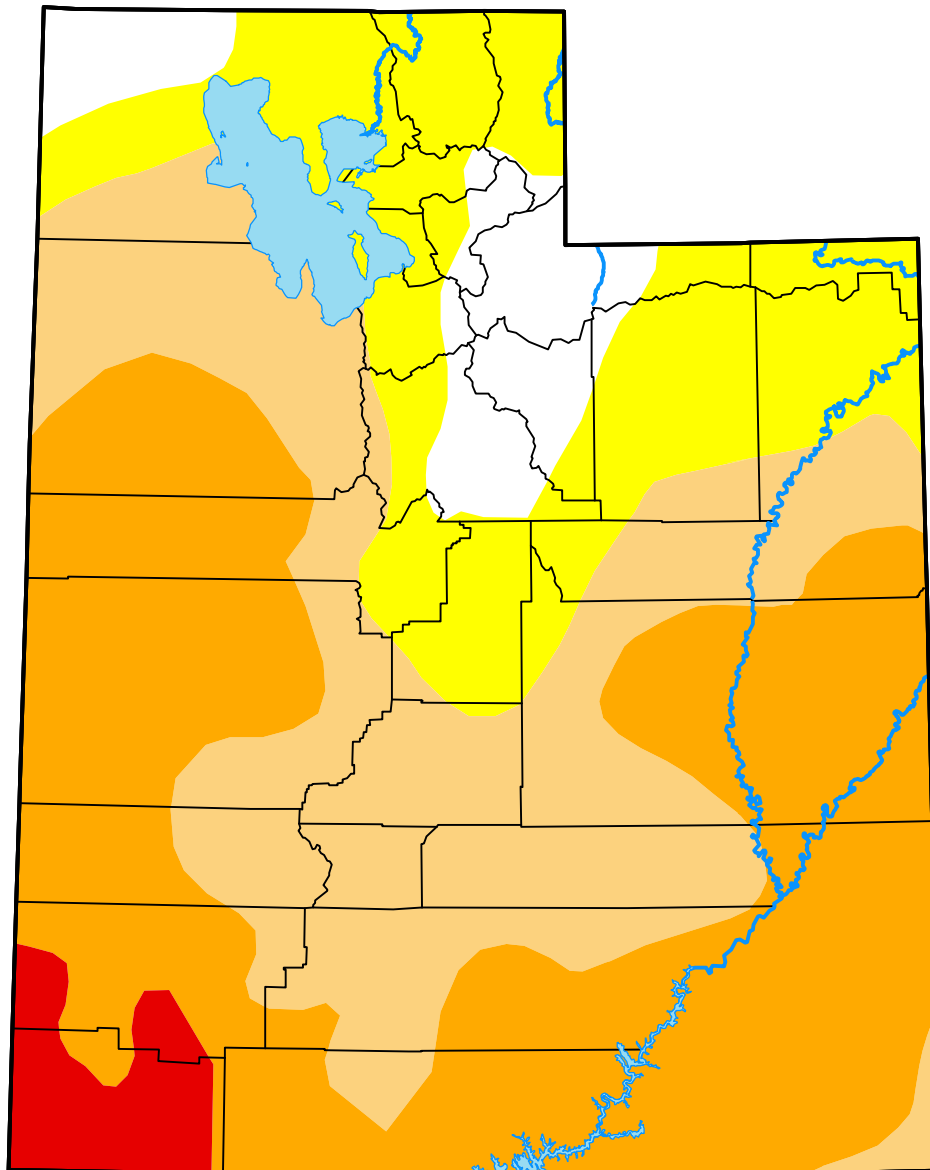








# U.S. Drought Monitor

## Utah

**May 13, 2025***(Released Thursday, May. 15, 2025)*

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:**

Rocky Bilotta  
NCEI/NOAA



**droughtmonitor.unl.edu**



## RESOLUTION 05-27-2025-1

### A RESOLUTION ACCEPTING THE DIVISION OF OUTDOOR RECREATION UTAH OUTDOOR RECREATION GRANT (UORG) FOR THE 4TH RESERVOIR WALKING PATH PROJECT

**WHEREAS**, the City of Blanding is committed to enhancing the quality of life for its residents and visitors through the development and improvement of outdoor recreation opportunities; and

**WHEREAS**, the City of Blanding has applied for and has been awarded funding through the **Utah Outdoor Recreation Grant (UORG)** administered by the **Utah Division of Outdoor Recreation** for the development of the **4th Reservoir Walking Path Project**; and

**WHEREAS**, the total cost of the project is estimated at **\$548,920**, with **\$438,840** to be provided through the UORG award; and

**WHEREAS**, the City of Blanding has committed to providing a local cash match of **\$80,080**, and **\$30,000** will be provided as an **in-kind contribution** from Blanding City staff and volunteers, including support from the **Utah Dedicated Hunter Program**; and

**WHEREAS**, **\$80,080** will be provided as a **cash match** from the City of Blanding, while the City actively seeks additional opportunities to increase the in-kind portion of the project contribution in alignment with grant matching goals; and

**WHEREAS**, the official UORG contract, outlining the terms and conditions of the grant award, is hereby attached to this resolution and incorporated herein by reference;

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

1. That the City Council formally **accepts the Utah Outdoor Recreation Grant** award in the amount of **\$438,840** for the 4th Reservoir Walking Path Project;
2. That the City commits to a local match of **\$80,080 in cash, \$30,000 in-kind contribution** with ongoing efforts to increase in-kind contributions toward the 50% threshold;
3. That the City Manager and/or Mayor are hereby **authorized to sign all related documents and execute the attached contract** with the Utah Division of Outdoor Recreation;
4. That this resolution shall take effect immediately upon its adoption.



ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED:

\_\_\_\_\_  
Trevor Olsen, Mayor

ATTEST:

\_\_\_\_\_  
Trent Herring, City Manager/Deputy Recorder



Vendor No. **64542D**  
 Contract No.  
 Commodity 99999



**STATE OF UTAH CONTRACT**  
**Division of Outdoor Recreation**  
**Utah Outdoor Recreation Grant (UORG)**

**4th Reservoir Walking Path**

- **CONTRACTING PARTIES:** This contract ("Agreement" or "Contract") is between the State of Utah, Division of Outdoor Recreation (the "State");

Department of Natural Resources  
 Division of Outdoor Recreation  
 1594 West North Temple #100  
 Salt Lake City, UT 84116

**Contact Person:** Noemi Molina  
**Phone:** 385-564-4621  
**Email:** nmolina@utah.gov

**and the following Grantee:**

Blanding City  
 50 W 100 S  
 Blanding, UT 84511

**Federal Tax ID:** 87-6000875

**Contact Person:** Ben Muhlestein  
**Email:** bmuhlestein@blanding.city

- **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Agreement to award funding for the 4th Reservoir Walking Path project as set forth in the Project Description ("Attachment C"), as approved by the State (the "Project"). This Contract sets forth the terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.
- **AUTHORITY:** This Contract is entered into pursuant to the State's authority to administer funds under Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302. All awarded funding is subject to, and contingent on, legislative appropriation.
- **CONTRACT PERIOD:**  
 This Contract is executed as of the date of the last signature and is effective through September 30, 2027, unless terminated early or extended in accordance with the terms and conditions of this Contract.
- **CONTRACT AMOUNT:** The State awards, and the Grantee accepts, a potential grant award of up to \$438,840 (the "Award"). The Grantee agrees to meet a match as shown on the budget (Attachment D).

- **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A – Standard Terms and Conditions for Grants

Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions

Attachment C – Project Description

Attachment D – Budget

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

- **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**

All governmental laws, regulations, or actions applicable to the Award authorized by this Contract, including but not limited to Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302, the Salesforce funding application APP-004129 and all documentation submitted for this project.

- **CONTRACT EXECUTION:**

Each person signing this contract represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

- **USE OF GRANT AWARD:**

In signing this Agreement, Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all Award Amount to effectuate the Project set out in the Project application as approved by the State, and in a way that is consistent with the Scope of Work attached to this Contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Grantee and the State, no Award Funds may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or grants, even if those project or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of Award Funds on any cost or expense that is not directly associated with the Project approved by the State constitutes a material breach of this Contract. Grantee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended Award Funds and to take any other legal action that the State, in its sole discretion, determines to be necessary to ensure Award Funds are, or were, expended in a manner consistent with the requirements of this Contract and Utah law.

**BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.**

**Blanding City**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF UTAH**

Division of Outdoor Recreation

**STATE OF UTAH**

Division of Finance – Reviewed and Processed

Signature: \_\_\_\_\_

Name: Patrick Morrison

Title: Recreation Program Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

### Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable State and Federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under Federal and State laws.
  - b) **"Contract"** means the Agreement, including all referenced attachments and documents incorporated by reference.
  - c) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners. For purposes of the Agreement, "Contractor" is synonymous with "Grantee" and extends to all Grantee's agents, officers, employees, partners and assigns.
  - d) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and equipment that the Contractor is required to deliver to the State Entity under this Contract.
  - e) **"Grant Money"** means the "Award" or "Award Amount" under the Agreement.
  - f) **"Grantee"** means the individual or entity which is the recipient of the "Grant Money" from the State Entity.
  - g) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified in the Contract.
  - h) **"State of Utah" or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - i) **"Subgrantee"** means a person or entity under the direct or indirect control of "Grantee", including, but not limited to, Grantee's agents, consultants, employees or anyone else Grantee may be liable to, or under contract with.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all Subgrantees, in effectuating any act under the Contract will comply with all applicable Federal and State constitutional mandates, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by Federal funds, either in whole or in part, then any Federal regulation related to the Federal funding, including but not limited to CFR Appendix II to Part 200 and other Federal laws as identified in the Notice of Award, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records necessary to properly account for Grantee's performance and the payments made by the State Entity to Grantee under this Contract. These records shall be retained by Grantee for at least six (6) years after final payment of the Grant Award, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, Federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary, and unless otherwise agreed to in the Contract, Grantee shall procure and pay for all permits, licenses, and approvals necessary, as conditions precedent or otherwise, for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah, or as otherwise set forth in State law. If applicable:
  - a. Grantee certifies as to its own entity, under penalty of perjury, that Grantee has registered and is participating in the Status Verification System to verify the work eligibility status of Grantee's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  - b. Grantee shall require that each of its Grantees certify by affidavit, as to their own entity, under penalty of perjury, that each Subgrantee has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- c. Grantee's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
  8. **INDEPENDENT CONTRACTOR:** Grantee and Subgrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
  9. **CONTRACTOR RESPONSIBILITY: INTENTIONALLY DELETED**

10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subgrantees, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

Notwithstanding the above, if both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 *et seq.*), nothing in this Contract shall be construed as a waiver of any party's rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence, and will defend against any claims or lawsuit brought against it. If the Act applies to both parties, there are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES: INTENTIONALLY OMITTED**

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the scope/purpose of the Contract. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, State, or local. Grantee must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Grantee. The State Entity and the Grantee may terminate this Contract, in whole or in part, at any time, by mutual agreement, in writing.

In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Grantee of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX AND TAX DEDUCTION/BENEFITS EXEMPTION:** It is Grantee's responsibility to request the State Entity's sales tax exemption number, which will be provided upon request. It is Grantee's sole responsibility to obtain

independent tax and legal advice in connection with this Contract and to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

**17. WARRANTY OF PROCUREMENT ITEM(S): INTENTIONALLY OMITTED**

**18. CONTRACTOR'S INSURANCE RESPONSIBILITY:** Grantee shall maintain workers' compensation insurance during the term of this Contract for all its employees, as well as for any Subgrantee as required by law.

**19. RESERVED.**

**20. PUBLIC INFORMATION/DATA PRIVACY:** Grantee agrees that this Contract, and related documents, including application materials may be classified by the State Entity as public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract and any related documents for purposes of complying with GRAMA or any other Federal or State law. The State Entity and the State of Utah are not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, or any related documents.

Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected as part of this grant shall be used for solely purposes of: (1) administering and enforcing the Contract, (2) complying with Grantor's statutory duties as set forth in the Utah Code; (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, State or Federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-10 *et seq.*) record requests. Grantee may contact the Grantor at the address in the Agreement to exercise any rights under the Government Data Privacy Act.

**21. DELIVERY: INTENTIONALLY OMITTED**

**22. ACCEPTANCE AND REJECTION: INTENTIONALLY OMITTED**

**23. INVOICING: INTENTIONALLY OMITTED**

**24. PAYMENT:** Unless otherwise agreed to by the Parties in writing, the following paragraph applies to this Contract:

Payments are to be made within thirty (30) days after a correct invoice is received, unless otherwise agreed to by the parties in writing. All payments to Grantee will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). The acceptance by Grantee of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Grantee. The State Entity's final payment shall not be deemed a waiver of any and all claims that the State Entity or the State of Utah may have against Grantee. The State of Utah and the State Entity will not allow the Grantee to charge end users electronic payment fees of any kind, unless otherwise agreed to, in writing, by the State Entity.

**25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

**26. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Grantee each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Grantee prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Grantee shall transfer any ownership claim to the State Entity.

**27. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY OMITTED**

**28. ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

**29. REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Grantee in default of this Contract: (i) Grantee's non-performance of its contractual requirements and obligations under this Contract; or (ii)

Grantee's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Grantee will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts or grants from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Grantee under this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Grantee has access to or processes Confidential Information as defined under Utah law or as identified as such by the State Entity or the State of Utah, Grantee shall: (i) advise its agents, officers, employees, partners, and Subgrantee of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the Contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Grantee will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with Utah's Government Data Privacy Act. In Accordance with that Act, Grantee and its Subgrantees must comply with all the same requirements regarding personal data as the State.

Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable, including, but not limited to, any Subgrantees.

Upon termination or expiration of this Contract, Grantee will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** INTENTIONALLY OMITTED

33. **WORK ON STATE OF UTAH PROPERTY OR ELIGIBLE USER PREMISES:** INTENTIONALLY OMITTED

34. **CONTRACT INFORMATION:** INTENTIONALLY OMITTED

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Grantee's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Grantee's responsibilities may be reinstated upon advance written notice from the State Entity.

37. **CHANGES IN SCOPE:** Any changes in the scope of the work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Contract.

38. **PROCUREMENT ETHICS:** INTENTIONALLY OMITTED

39. **ATTORNEY'S FEES:** INTENTIONALLY OMITTED

40. **TRAVEL COSTS:** If travel expenses are permitted by the Contract, then all travel costs associated with this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7 or as otherwise permitted by Contract.

41. **DISPUTE RESOLUTION:** INTENTIONALLY OMITTED

42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed in the Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract that has not been cured, or of any of the following clauses, including, but not limited to: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnification, Indemnification Relating to Intellectual Property, and Contractor's Insurance Responsibility.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Contract. The Grantee must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 *et seq.*, Grantee certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 *et. seq.*, that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** Grantee shall complete any work under the Contract by the deadline in the Contract. Time is of the essence and Grantee shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Grantee's failure to timely perform under this Contract.
49. **PERFORMANCE EVALUATION:** INTENTIONALLY OMITTED
50. **STANDARD OF CARE:** INTENTIONALLY OMITTED
51. **REVIEWS PERFORMANCE EVALUATION:** The State Entity reserves the right to perform checks, reviews, performance reviews, and/or comment upon Grantee's performance under the Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
52. **RESTRICTED FOREIGN ENTITIES AND FORCED LABOR PRODUCT:** INTENTIONALLY OMITTED

(Revision Date: 3/11/2025)

## Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

### I. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a) The Project Description for this Agreement is outlined in Attachment C. The Grantee hereby agrees to complete that Scope of Work and shall use the Award funding provided to achieve the goals and benchmarks set forth therein.
- b) Successful completion of the Scope of Work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c) The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d) All requirements listed in the Project application, Program Guide for eligibility, and required attachments are incorporated here by reference though not attached hereto.
- e) The Project shall commence within one hundred eighty (180) calendar days from the Contract's effective date and be completed on or before the Contract termination date.
- f) The Grantee agrees that the Project acquired, developed, or improved under this Contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with Utah Outdoor Recreation Grant funding Award is converted to another use, the other use must be of comparable value and may not be converted until all parties agree in writing to the converted use. The converted use must be in the same general location and all costs, fees (including attorney's fees) and other expenses in converting the use will be paid by the Grantee.
- g) The Grantee shall maintain or ensure appropriate maintenance as determined by the State, in its sole discretion, of all facilities and property covered by this Contract in a safe, usable, and attractive condition. The Project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed under this Contract on lands legally owned by the Grantee.
- h) The Grantee shall provide evidence that the Project has county, city, or tribal approval and endorsement. In addition:
  - a. A contract must be signed with the party who will maintain the Project for at least the next ten (10) years. Evidence supplied in the Grantee's Project application may fulfill this requirement; and
  - b. Any assets purchased with this Award must be used for their intended purpose for a minimum of ten (10) years, or the life of the asset, and may not be sold or transferred to another entity.

The State reserves the right to request updated documentation and proof of continued support and maintenance contracts, or any other documents related to the Project at any time. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) of any change in the contract or endorsement status. **Loss of endorsement or maintenance contract may constitute an event of default and result in a clawback Award .**
- i) If the Project, or any part of the Project, is located on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from, or any violation of, Federal regulations shall constitute an event of default and result in the clawback of the Award. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) in the event that approval of the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j) All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by or under the control of the Grantee or eligible entity that has partnered with the Grantee, and any partnership must be approved by the State. If the Project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general



public right-of-way across the private property. This should be documented with a Grant of Easement and Right-of-Way, which must be filed with the County in which the real property is located. Proof of property ownership and all contracts, agreements, forms, or other information pertinent to the property shall be provided to the State for approval before the completion of the Project. Lack of proof shall constitute an event of default and may result in the clawback of the Award and cancellation of the Project.

- k) For grant requests in excess of \$15,000, the infrastructure Project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area, and/or have the potential for increased visitation to the area. All other requirements of Utah Admin R.650-302, including, but not limited to, Admin R.650-302.5.5 must be met in order for the Project to be eligible.
- l) The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species, such as the Sage Grouse. If the project is close to a special management area it must first secure written approval from DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the Project in a way that is current with all DWR regulations and requirements. If the Project is found to be in violation of any regulation regarding the management of species within the Project, it shall constitute an event of default and may result in the clawback of the Award.
- m) The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA).
- n) All fees charged by the Grantee or others in granting access to the Project shall be disclosed to the State by providing reasonable notice (as set forth in Amendments A and B). The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this Agreement. If a fee is found to be prohibitive to public access in the sole discretion of the State, the Grantee shall have thirty (30) days to change the fee to be reasonable, in the sole discretion of the State. Grantee's failure to comply with this term will constitute an event of default and the State may clawback the Award.
- o) The Grantee shall notify the State of the public opening date. Upon the public opening of the Project, the Grantee shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include, but is not limited to, a grand opening ceremony, a press release to the local media, social media postings, or any other manner, as determined by the State, to appropriately promote the public use of the Project.

## 2. NATURE OF ENTITY:

- a) The Grantee affirms that it is a political subdivision of the State, Federal agency, State agency, or is a tribal government, or non-profit corporation classified under U.S. Code § 501(c)(3) or subsection (c)(6) and is physically located within the State.
- b) The Grantee is not a for-profit entity: For-profit entities may not receive a Utah Outdoor Recreation Grant.

## 3. REPORTING:

- a) Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the Contract termination date. Each report shall include the following:
  - i. Assurances that all Award Funds paid to the Grantee were used towards completion of the Project outlined in Attachment C;
  - ii. A brief synopsis of the work completed in the previous six months; and
  - iii. An outline of the work anticipated to be completed in the next six months.
- b) If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential Contract extension should such extension be necessary to complete Grantee's Project.

## 4. FUNDING:

- a) The Awardee shall not receive any of the Award Amount until this Contract is fully signed and executed.

- b) Up to 75% of the Award Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's Project. These upfront funds must be spent, and documentation submitted to the State documenting the same, before the State will consider providing the final 25% of the Award. Under Utah Admin R650-301-8, the State will withhold the final 25% of the Award until final completion of the Project, and receipt of any required documentation of the Project's completion, as set forth below. In addition, in order to receive upfront funding, Grantee must submit:
  - (i) A Project timeline showing expenditures of a portion of the Award Amount in six- month increments;
  - (ii) A Project budget showing the expenditure of upfront funds, such as bids, quotes or other documentation showing the need for the upfront funding; and
  - (iii) Any other documentation required by Utah statute, rule or Division of Outdoor Recreation policy, or requested by the State that is pertinent to the Award.
  - (jii) The remaining 25% of funds may only be disbursed upon completion of the Grantee's Project, a final on-site inspection (if applicable), and submission of the Final Report, in addition to any other documentation required or requested by the State.
- c) In no event shall payments from the State to the Grantee exceed the total Award.
- c) All funds must be spent by the Grantee within the Scope of Work of the Grantee's Project.
- d) The Grantee must provide matching funds as listed under Section 5 of this Agreement.
- e) A portion of the Grantee's required matching funds must be paid in cash.
- f) A portion (maximum 50%) of the Grantee's required matching funds may be provided through an in-kind contribution if:
  - i. The in-kind donation is approved in advance by the State; and
  - ii. The in-kind donation is for services or materials that are directly related to the Grantee's Project, as defined in the Scope of Work (Attachment C).

5. **REIMBURSEMENT REQUESTS:**

- a) Reimbursement requests must be received by the State within 60 days after the Contract termination date. Grantee may request a Project extension if completion of the Project will not meet the current Contract termination date, as set forth in the Agreement. **An amendment request must be submitted 60 days prior to the initial Contract termination date. All expenditures must be dated prior to the Contract termination date.**
- b) The following documentation shall, at a minimum, be provided upon the State's receipt of a final reimbursement request:
  - i) Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the Project;
  - ii) Records of volunteer labor or other in-kind donations for work done on the Project;
  - iii) Several photos showing the Project is complete;
  - iv) A final report with the description of the Project; and other information requested by the State.
  - v) A description and an itemized report detailing the expenditure of the Award or the intended expenditure of any Award Amount that has not been spent;
  - vi) The Division's reimbursement request document, or a letter of request on Grantee's letterhead specifying the requested Award Amount; and
  - vii) Any additional documentation requested by the State.
- c) Requests shall be submitted electronically, to the Grant Manager, Noemi Molina, at nmolina@utah.gov. It is Grantee's sole obligation to ensure that any electronic messages or requests are received by the Grant Manager, and to retain documentation thereof. The Grantee shall document that the entirety of the Award received by the Grantee for this Project was spent on effectuating the completion of the Project.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the Project.

7. **AUDIT:**

- a) The Grantee shall allow State auditors to make audits and inspections of all records relating to this Project .

- b) The Grantee shall make available for audit and inspection the records of expenditures relating to this C Contract until all State audits are completed or for a period of up to five (5) years from the termination date of this Contract, except that, for any assets purchased with the Award Amount, Grantee shall make available for audit and inspection the records showing that the asset is being used for its intended purpose for a minimum of ten (10) years, or the life of the asset, as the asset may not be sold or transferred to another entity.
  - c) The Grantee shall refund to the State any portion of the Award spent that did not meet the requirements of this Contract, including any portion of the Award determined by audit to be ineligible under the Agreement, or in accordance with State or Federal law.
  - d) The record retention schedule in this paragraph shall take precedence over that stated in Attachment A of this Agreement.
- 8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the Award and the activities covered by this Contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice (as set forth in Attachments A and B).
- 9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the Award, or a portion thereof, or to terminate this Contract and pay no further funds to Grantee in the event that the Grantee breaches any of the terms of this Contract, or those in the documents incorporated by reference, but not attached.
- 10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the Project. Such efforts include recognition of the State in fundraising materials, installation of signage at the Project location, using the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the State .
- 11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the Project to assess progress and ensure that the Award Funds being spent on the Project specified within the Grantee's Project application.
- 12. **STATE CONTACT PERSON/NOTICE:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

Unless otherwise specified in this Agreement, any requirement to provide notice to the State shall be in writing, by certified mail (return receipt requested) or by a similar service (such as UPS), which provides a notice of receipt documenting that the notice was delivered to the individual designated in paragraph 1 of the Agreement, at the address provided by the State, and signed for by the Director of the Office of Outdoor Recreation, or their designee. It is Grantee's sole obligation to ensure that notice is received by the State and the State shall not be held liable for Grantee's failure to strictly comply with the notice requirements of this Agreement.

- 13. **LICENSE TO PROMOTE:** The Grantee gives to the State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its Project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications, presentations or other promotional material.

*[The remainder of this page intentionally left blank]*

### **Attachment C: Project Description**

The Blanding 4th Reservoir trail is a project to bring accessible and safe pedestrian access to one of Blanding's key recreational areas. The proposed project includes approximately a mile and half of ADA compliant stabilized aggregate trail surrounding the reservoir including new benches and kiosks. Upon UORG approval Jones & Demille engineering will begin the design of the trail including survey and staking. Once the initial route has been decided upon Blanding City will coordinate with the local Dedicated Hunters to work on clearing the route of debris and tree removal. Jones & Demille estimates the final design to be completed by the end of June 2025. During design they will initiate an early bidding process to secure a construction company. This process allows the eventually chosen firm to have a part in the design process and work through potential issues.

Blanding expects the bidding process to be complete in July with construction beginning in September. Construction should continue through November 2025 with a public opening set for Spring 2026. It's worth mentioning that NEPA and other studies are not required for this project and thus haven't been included in this timeline.



Project Name:	Project Applicant:	Project County:	Qualified for UORG Match?
4th Reservoir Trail	Blanding City	San Juan	Qualified for UORG Match

## OVERVIEW OF FUND SOURCES

**Step 1:** List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. UORG requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Cash Amount	Total Cash Funding (\$)
	Utah Outdoor Rec. Grant	Division of Outdoor Recreation		\$438,840.00	\$438,840.00
	Applicant Cash Match	Blanding City	6/25/2024	\$80,080.00	\$80,080.00
	Partner 1 Cash Match				
Insert more rows as needed below	[Partner 2 Cash Match]				
				<b>TOTAL CASH FUNDING</b>	<b>\$518,920.00</b>

**Step 2:** List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	In-Kind Value	Total In-Kind Funding (\$)
Value of materials, equipment or services	Applicant In-Kind	Blanding City	6/25/2024	\$20,000.00	\$20,000.00
	[Partner In-Kind Match]	Dedicated Hunters	3/5/2025	\$10,000.00	\$10,000.00
	[Partner In-Kind Match]				
Insert more rows as needed below	[Partner In-Kind Match]				
				<b>TOTAL IN-KIND FUNDING</b>	<b>\$30,000.00</b>
<b>TOTAL PROJECT VALUE</b>				<b>TOTAL PROJECT COST (UORG+Cash+In-Kind)</b>	<b>\$548,920.00</b>

## DETAILED LIST OF ANTICIPATED USE OF FUNDS

**Step 3:** List all the uses of cash for the project by Type of Service. **Note:** The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from UORG (Orange), applicant funds, or partner funds below. Add rows as needed.

3. CASH DETAILED DESCRIPTION						Difference	Cash Amounts Agree	
Type of Service: Please select or change	Vendor (Organization)	Anticipated Use of Cash Funds:	Number of Units	Cost Per Unit	Extended Cost	\$0.00	Utah Outdoor	Applicant Funds
Professional Services	TBD	Mobilization	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		\$ -
Professional Services	TBD	Freight Costs	925	\$ 90.00	\$ 83,250.00	\$ 83,250.00		\$ -
Professional Services	TBD	Sub Grade Prep	4500	\$ 4.00	\$ 18,000.00	\$ 18,000.00		\$ -
Professional Services	TBD	Organic Lock Placement	4500	\$ 18.90	\$ 85,050.00	\$ 85,050.00		\$ -
Professional Services	TBD	Construction Staking	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -
Professional Services	Jones and Demille	Design	1	\$ 27,520.00	\$ 27,520.00		\$ 27,520.00	\$ -
Professional Services	Jones and Demille	Survey	1	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -
Professional Services	Jones and Demille	Construction Admin	1	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00	\$ -
Misc. Category	TBD	Construction Contingency	1	\$ 45,000.00	\$ 45,000.00	\$ 36,600.00	\$ 8,400.00	\$ -
Materials	TBD	Benches	3	\$ 1,000.00	\$ 3,000.00		\$ 3,000.00	\$ -
Materials	TBD	Kiosks	2	\$ 1,500.00	\$ 3,000.00		\$ 3,000.00	\$ -
Materials	TBD	Organic Lock pre-mixed	925	\$ 140.00	\$ 129,500.00	\$ 128,140.00	\$ 1,360.00	\$ -
Materials	TBD	UBC for path	790	\$ 60.00	\$ 47,400.00	\$ 47,400.00		\$ -
Materials	TBD	12" Culvert	100	\$ 60.00	\$ 6,000.00	\$ 6,000.00		\$ -
Materials	TBD	36" Culvert	20	\$ 95.00	\$ 1,900.00	\$ 1,900.00		\$ -
Materials	TBD	Riprap D50= 8 Inches	50	\$ 50.00	\$ 2,500.00	\$ 2,500.00		\$ -
Materials	TBD	Split Level Fence	120	\$ 15.00	\$ 1,800.00		\$ 1,800.00	\$ -

		\$ 518,920.00	\$ 538,240.00	\$ 80,080.00	\$
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**Step 4:** List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.

#### 4. IN-KIND DETAILED DESCRIPTION

						Difference	In-Kind Amounts
						\$0.00	Agree
Type of Service: Please select or change	Source of Funds	Anticipated Use of In-Kind Funds:	Number of Units	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind
Professional Services	Blanding	Tree Removal	40.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	
Professional Services	Dedicated Hunters	Clearing and Grubbing	1.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
Please select type from dropdown menu.							
Please select type from dropdown menu.							
ANTICIPATED USE OF IN-KIND FUNDS					IN-KIND SUBTOTAL	\$ 30,000.00	\$ 20,000.00 \$ 10,000.00
TOTAL Eligible Project Costs					TOTAL PROJECT COST (UORG+Cash+In-Kind)	\$548,920.00	

**Step 5:** Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, purchases of real estate, NEPA or other permitting etc.

#### 5. ADDITIONAL INELIGIBLE PROJECT COSTS

			\$ 1,480.00
Description	Source of Funds	Cost	
Additional Pre design costs	Applicant/Partner	\$ 1,480.00	
Total		\$ 1,480.00	
TOTAL PROJECT COST (projected)			\$550,400.00





## 10.5B R-2 Residential District

### 10.5B.1 Purpose

The R-2 residential district is intended as a high density residential, office and institutional area, providing living accommodations for the small or nonfamily, and providing services to the broader community.

#### HISTORY:

(Ord. 1978-1, 3-8-1978, as amended)

### 10.5B.2 Permitted Uses

- A. Permanent single-family dwelling. Minimum square footage of living space seven hundred (700).
- B. Permanent two-family dwellings. Minimum square footage of living space seven hundred (700) per unit.
- C. Multiple-family dwelling.
- D. Permitted ADU's (accessory dwelling units), interior, attached, detached.
  - 1. Minimum square footage per dwelling unit, ~~seven-two~~ hundred ~~fifty six~~ (256~~700~~) square feet per unit <sup>1</sup>. Multiple- family dwellings in this article are regarded as any complex containing three (3) or more units. Complexes ~~consisting of eight or more dwelling units of this nature~~ are required, as part of the plot plan, to include a designated play area(s) in the form of open space with landscaping, further amenities at the discretion of the developer such as: swings, slides, sand box, picnic table, etc. The number of these open space areas are to be determined by the number of units to be developed using the following scale:

<del>Number Of Dwellings (Unit #)</del>	<del>Open Space Requirements</del>
<del>4-8 and up</del>	<del>To be considered by the city planner or building official</del>
<del>8-16</del>	<del>2</del>
<del>16 and up</del>	<del>To be considered by the city planner or building official</del>

- 2. All multiple-family dwelling units must meet minimum standards in square footage per dwelling unit, off street parking requirements, landscaping and open space requirements on the same zone lot prior to receiving final plot plan approval.
- 3. Studio apartments are allowable under the following conditions:
  - a. The unit shall have a living room of not less than two hundred twenty (220) square feet of superficial floor area. An additional one hundred (100) square feet of superficial floor area shall be provided for each occupant of such unit in excess of two (2).
  - b. The unit shall be provided with a separate closet.
  - c. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches (30") in front. Light and ventilation conforming to current building code shall be provided.

- d. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
- 4. All other requirements of the R-2 zone are required in any studio apartment development.
- D. Public parks and playgrounds.
- E. Public and private school, elementary and secondary.
- F. Boarding and rooming house.
- G. ~~Hospitals, Nursing homes and assisted living/long term care facilities-sanatoriums.~~
- H. ~~Professional offices such as but not limited to medical and dental clinics, law, insurance, architect, and accounting offices.~~
- I. Churches and parish houses.
- J. Higher educational institutions and vocational schools.
- K. Essential public utility and public service installations and facilities for the benefit and protection of the surrounding area; such uses shall not include business offices, repair, sales or storage facilities.

NOTES:

- 1. See subsection C3 of this section.

HISTORY:

(Ord. 1978-1, 3-8-1978, as amended; amd. Ord. 2017-2, 10-24-2017; Ord. 2022-1, 1-11-2022)

## 10.5B.3 Accessory Uses

Any use which complies with all of the following conditions may be operated as an accessory use to a permitted use:

- A. Is clearly incidental and customary to and commonly associated with the operation of the permitted use; and
- B. Is operated under the same ownership and on the same zone lot as the permitted use; and
- C. Does not include structures or structural features inconsistent with the permitted use; and
- D. ~~Does not include a floor area of over fifty percent (50%) of the floor area of the permitted use or one thousand (1,000) square feet, whichever is larger.~~
- E. May include residential occupancy.

HISTORY:

(Ord. 1978-1, 3-8-1978, as amended; amd. Ord. 2014-1, 2-25-2014; Ord. 2022-1, 1-11-2022)

## 10.5B.4 Home Occupations

Home occupations shall be allowed, provided all the following conditions are met. All home occupations must have a plan review prior to obtaining a business license:

- A. Such use must be conducted entirely within a dwelling; and



- B. Such use must be clearly incidental and secondary to the use of the dwelling for dwelling purposes and must not change the residential character thereof; and
- C. The total area used for such purposes may not exceed twenty five percent (25%) of the first floor area of the user's dwelling unit; and
- D. There must be no advertising display or other indications of the home occupation on the premises, except that may be specifically allowed (see section 10-12-4 of this title, sign regulations in zoning districts); and
- E. There shall be only limited sales of stock, supplies or products conducted on the premises; and
- F. There must be no exterior storage on the premises of material or equipment used as a part of the home occupation; and
- G. There must be no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line; and
- H. A home occupation must provide adequate off street parking to accommodate all needs created by the home occupation (parking same as Commercial District, see subsection 10-6A-7A of this title).

I/we \_\_\_\_\_name(s)\_\_\_\_\_have read the above listed requirements to have or maintain a home business and understand that failure to comply with one or all of these requirements will place at jeopardy my/our opportunity to operate a home business.

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Signature      Date

Address of Business

HISTORY:  
(Ord. 1978-1, 3-8-1978, as amended)

## 10.5B.5 Conditional Uses

The following may be allowed conditional uses in the R-2 District:

- A. Historic buildings. Historic buildings may be used for offices and accessory commercial uses and/or limited retail businesses, subject to the same restrictions as set forth in section 10-5A-5 of this title, R-1 district.

HISTORY:  
(Ord. 1978-1, 3-8-1978, as amended)

## ~~10.5B.6 Temporary Conditional Uses~~

~~¶~~

~~The following may be allowed as temporary conditional uses in the R-2 district:~~

- ~~A. Mobile homes. A maximum of one mobile home per building lot may be allowed for the use and occupancy of the owner or lessee of said lot, or agent of either, an if such occupancy is deemed necessary to provide said person and/or his family a place to live while a permanent structure is being constructed on said building lot for their occupancy.~~

~~B. Mobile homes. A maximum of one mobile home per building lot may be allowed for the use and occupancy of aged or handicapped family members of the owner or lessee of said lot, or agent of either, and if such occupancy is deemed necessary to provide the needed care of said family member, and providing the following conditions are met:¶~~

- ~~1. The city council approves the issuance of the conditional use by resolution. The permit must be renewed every two (2) years; and¶~~
- ~~2. The setbacks, lot size, height and lot coverage requirements of the zone district be fully complied with; and¶~~
- ~~3. A minimum of twenty feet (20') be maintained between the mobile home and any other structure; and¶~~
- ~~4. The conditional use permit expires and the mobile home is removed when the need no longer exists.¶~~

#### HISTORY:

(Ord. 1978-1, 3-8-1978, as amended)

### 10.5B.7 Area, Width, Setback And Height Requirements

- A. Minimum lot area: ~~Four thousand and fifty~~~~Seven thousand~~ (4,050~~7,000~~) square feet.
- B. Minimum lot width: ~~Forty five~~~~Seventy~~ feet (~~45~~~~70~~') at the front setback line.
- C. Minimum front setback for structures:
  1. For properties abutting local or collector streets, twenty feet (20').
  2. For properties abutting arterial streets, forty feet (40').
- D. Minimum rear setback for structure:
  1. Structure containing a permitted use, twenty feet (20').
  2. Structure containing an accessory use only, five feet (5').
- E. Minimum side setback for structures:
  1. Side setback not abutting a street, seven feet (7'), ~~or one foot (1') for each three feet (3') of building height or fraction thereof, whichever is greater.~~
  2. Side setback abutting a local or collector street, fifteen feet (15').
  3. Side setback abutting an arterial street, forty feet (40').
- F. Maximum building height:
  1. Buildings containing a permitted use, fifty feet (50').
  2. Buildings containing an accessory use only, thirty feet (30').
- G. Maximum lot coverage:

1. Dwelling units and their accessory uses shall cover no more than fifty percent (50%) of the total lot area.
2. All other permitted uses and their accessory uses shall cover no more than forty percent (40%) of the total lot area.

### 10.5B.7.1 Private and Shared Private Drives ~~on Deep Lots~~

A. ~~A subdivided lotDeep lots, defined as those with a depth greater than twice the frontage, may include the design and construction of a private drive or a shared private drive.¶~~

**B. Private Drive:**

- A private drive is permitted provided that it is dedicated to a single lot and meets all applicable requirements of this section.
- It shall be set back a minimum of five (5) feet from adjacent property lines to ensure safety and privacy.
- It must be designed ~~to in accordance with local engineering standards,~~ ensuring proper drainage, turning radius, and pedestrian safety.
- It shall not interfere with required public access or emergency vehicle routes.

**C. Shared Private Drive:**

- A shared private drive is permitted when multiple contiguous lots, or parcels within a planned development, agree to share a common drive that provides access for all designated properties.
- The shared drive must be documented in an easement or similar legal instrument and recorded with the local land records to ensure consistent maintenance and usage protocols.
- Design standards applicable to a private drive apply equally to a shared private drive, including the minimum setback of five (5) feet from adjacent property lines where applicable.
- The plan must include provisions for shared maintenance, clearly identifying responsibilities of each property owner and ensuring that the drive remains in safe condition for all users. ~~These provisions must be included in a legal ....~~
- Shared private drives must not create any conflict with municipal services or emergency vehicle access, and their design should facilitate clear ingress and egress for each lot.

**D. Approval Process:**

- The inclusion of any private drive, whether dedicated or shared, shall be clearly indicated on the plot plan and must be approved as part of ~~the conditional use or~~ final plot plan review process.
- Plans involving shared private drives may require additional review to ensure that maintenance, legal easements, and design standards are adequately addressed.

**HISTORY:**

(Ord. 1978-1, 3-8-1978, as amended)

## 10.5B.8 Off Street Parking

The provisions of chapter 11 of this title shall be in full force and effect for this district.

Each classroom in an elementary or junior high school	2 spaces
Each dwelling unit	1 space
Each 4 seats in a senior high school auditorium, church or principal place of assembly	1 space
All other permitted uses, for each 600 square feet of floor area	1 space

### HISTORY:

(Ord. 1978-1, 3-8-1978, as amended)

## 10.5B.9 Fences, Walls And Retaining Walls

- A. Fences, walls and retaining walls up to forty eight inches (48") in height may be erected on any part of the zone lot.
- B. Fences, walls and retaining walls, on an interior lot, may be erected to a height of seventy two inches (72") on any part of the zone lot not in front setback space. Open clear chainlink fencing with no solid blocking of any type, including trees or other landscaping, may be erected to a height of seventy two inches (72") in the front setback on an interior lot.
- C. Fences, walls and retaining walls, on a corner lot, may be erected to a height of seventy two inches (72") on any part of the zone lot, except for the following:
  - 1. Open clear chainlink with no solid blocking trees or other landscaping may be erected to a height of seventy two inches (72") in the front setback on a corner lot; and
  - 2. "Sight triangle" areas explained as follows: A triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of such property lines. These sight triangle areas are to contain no obstructions to the view of the driver of a vehicle. Any fencing, landscaping or other improvements placed within the area of the triangle shall allow visibility across the area. Only open clear chainlink fencing with no sight obstructions, including vegetation, may be erected in the sight triangle up to a height of seventy two inches (72"). All other fencing, walls and retaining walls, shrubs, boulders, ground covers, landscaping and similar improvements shall be maintained at or below a height of forty eight inches (48") above grade (ground level).
- D. Barbed wire, sharp pointed metal and electrically charged fences shall not be permitted.
- E. Fences shall be maintained in a good state of repair.
- F. Open mesh fences of any height may be erected on zone lots containing schools, public parks and playgrounds.
- G. The height of fences under this section shall include combinations of walls and fences. The height allowances shall be measured from the high side of adjoining properties allowing each property the right to a six foot (6') privacy wall, fence or a combination from finished grade.

### HISTORY:

(Ord. 1978-1, 3-8-1978, as amended)