



CITY COUNCIL MEETING AGENDA

Mayor Trevor Olsen

Mayor Pro-Tempore Charlie Taylor

Council Member Chris Ewald

Council Member Kellen Nielson

Council Member Chad Moses

Council Member Jesse Grover

February 24, 2026 7:00 PM City Council Meeting

50 West 100 South Street,

Blanding Utah 84511

Meetings live streamed when available at:

<https://meet.google.com/xxg-uefm-yut>

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on **February 24, 2026** at 7:00 pm at the City Office, located at 50 W. 100 S.

POLICY MEETING

1. Call to Order
2. Roll Call
3. Prayer or Thought
 - a. Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought
4. Pledge of Allegiance
5. Consent Agenda & City Council Minutes Approval - 02.10.2026 Meeting **Pg. 03**
6. Declaration of Conflicts of Interest

Public Input

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

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

Reports

1. Mayor
2. City Council
3. Pratt Redd
 - a. City Manager Report
4. Patrick Parsons
 - a. Monthly Water & Public Works Report **Pg. 11**
5. Taylor Francom
 - a. Monthly Airport & Building Reports **Pg. 15**



Discussion Items

1. Legacy Trust Bylaw Review **Pg. 17**
2. Public Works Rates & Rental Fee's **Pg. 29**
3. Curb Cutting Policy Review **Pg. 32**

Business Items

1. Resolution 02-24-2026-1 Approval of Blanding Legacy Trust Bylaws **Pg. 37**
2. Resolution 02-24-2026-2 Approval of UAMPS Pooling Agreement Amendments **Pg. 39**
3. Resolution 02-24-2026-3 Approval of Public Works Rental Agreement **Pg. 41**
4. Resolution 02-24-2026-4 Approval of Curb Cutting Policy **Pg. 43**
5. Ordinance - 2026-1 Adopting Water-Wise Landscaping Standards **Pg. 45**
6. Ordinance - 2026-2 Amending The Blanding City Fee Schedule **Pg. 50**

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

<p>Mayor Trevor Olsen Mayor Pro-Tempore Charlie Taylor Council Member Chris Ewald Council Member Kellen Nielson Council Member Chad Moses Council Member Jesse Grover</p>	<p>February 10, 2026 6:00 PM - Work Session February 10, 2026 7:00 PM City Council Meeting 50 West 100 South Street, Blanding Utah 84511</p> <p>Meetings live streamed when available at: https://meet.google.com/xxg-uefm-yut</p>
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Work Session

1. Manufactured Home Community Code Review

- Council members and city staff discussed the manufactured home zoning updates. The proposal aims to eliminate the existing mobile home zone district and replace it with a manufactured home community, defined as a conditional development style within an R2 zone. Mr. Redd stated that the rationale for the ordinance includes addressing outdated terminology and regulations, as "mobile home" commonly refers to pre-1976 housing not permitted in the city and improving public health, safety, and design by requiring proper utilities and long-term livability standards. There was a question on the current mobile home zones having to update to these new standards, it was clarified that is not the case, but they cannot expand or replace units with non conforming mobile homes. The goal is not to run anyone out of business but to control what eventually comes in and ensure standards like proper roads, structure standards and metering. An internal staff concern was raised regarding abandoned rental properties in mobile home zones, when the land is owned by one individual and the home is owned by another individual, it was suggested that responsibility for utilities should fall on the landowner. The council agreed the manufactured home ordinance would go through a public hearing at the next meeting and could be passed in the first meeting of March.
- They also discussed the issue of the annexation policy, referencing a proposal by Dan Hurst for a development near R1. Mr. Muhlestein clarified that when a property is annexed into the city, it annexes according to the future land use map in the general plan, which would designate the area in question as R1. Mr. Muhlestein stated that changing this to something other than R1 would require changing the general plan. Mr. Redd suggested that an annexation solution for the Dan Hurst property might be possible if adjacent property owners are also brought in, connecting it to an existing R2 zone.

2. Waterwise Ordinance Review

- The council reviewed and discussed the water-wise ordinance, which Mr. Muhlestein explained sets minimum standards that would allow community members to apply for a Waterwise grant program offering \$2 per square foot for converting lawn to water-efficient landscaping. He noted that this ordinance only applies to new construction and does not force existing property owners to make changes. It was stated that it is mandatory for new builds. There was some concern from the council that it is mandatory. It was clarified that the water-wise standards for new construction limit the percentage of green space, primarily applying to the front and side yards. The council discussed their concerns with enforcement. It was noted that while the state handles the grant-related rebates, the ordinance itself would have to be enforced by the city, as it is our ordinance. Concern was expressed that without enforcement, new properties might turn into "open weed lots" and also noted the difficulty of telling people what they can and cannot do with their land. It was concluded that the ordinance is a necessary step to allow citizens to access state grant funds. 4

3. Developer Agreement Review (B3)

- Mr. Redd provided an update on the developer agreement with B3, which is tied to their application for a state tax credit. The city is seeking \$151,000 of value, which is not cash but supports B3's application for the community development project. The Inland Port Authority projects that the project area will yield about \$600,000 in return over 20 years. Mr. Redd clarified that the city is setting a precedent where anyone can utilize this new tool by submitting a project area proposal to the Inland Port Authority to determine the return on investment. The Mayor inquired about existing groups and the process for establishing opportunity zones, which Mr. Muhlestein stated there is pending clarity from the state's Governor's Office of Economic Opportunity (GOEO). Mr. Muhlestein anticipated that once designations are made, almost all of San Juan County would be included. The discussion clarified that the B3 developer agreement routes the \$151,000 through the city because B3's application does not accept direct Inland Port dollars, essentially making the city a pass-through for the application points. The city is projected to receive approximately a fourfold return on investment from the capture area, which can be used for various development projects supporting the port areas.

4. Travel Budget

- Mayor Olsen presented potential opportunities for the council to travel, with the budget currently set at \$2,000. He supports attendance at events like "Day on the Hill" and the spring and fall "Cities and Towns" conferences. He also noted the need to potentially adjust the budget to account for a possible trip to Washington D.C. to advocate for Bears Ears. The Mayor recommended that a long-term staff member, Pratt, take over for Logan Monson and begin attending UAMPS meetings to learn the system, and that the budget should be flexible to allow council members to attend UAMPS general meetings.

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. Consent Agenda & City Council Minutes Approval - 01.27.2026 Meeting

Councilmember Ewald made a motion to approve the consent agenda and minutes from January 27, 2026. Councilmember Taylor 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 Moses

Those voting nay:	None
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Constituting all members thereof, Mayor Olsen declared the motion carried.

6. Declaration of Conflicts of Interest - None

Public Input

Martin Numbers was present at the meeting, he wanted to express his concern about his daughter's electric bill. He compared Blanding's electricity and water rates to other areas, noting that Blanding's electricity rates decrease with increased usage after an initial portion, while water rates increase with usage, suggesting a focus on conservation. He also raised a concern about Blanding's \$14 grid access fee compared to Salt Lake City's \$12 fee, despite Salt Lake City having more extensive infrastructure. He stated that he would be requesting reports on active and inactive city customers and a budget report detailing used versus budgeted amounts, planning to submit a form for this information the following morning.

Kendall Laws was present at the meeting and wanted to clarify the absence of a comma in the phrase "one nation under God," in the pledge of allegiance.

Reports

1. Mayor

- Mayor Olsen wanted to nominate and appoint Braden Reese to the planning and zoning commission and Kimberly Hiatt to the Legacy Trust Board.

2. City Council

- Councilmember Nielson wanted to commend the fire department for their fast and efficient response to the house fire this morning.
- Councilmember Grover said they had a youth city council meeting today. They have some service and fund raising opportunities coming up and they have been doing some great things. The youth city council will come to the next council meeting to report on those great things.

3. Pratt Redd

a. City Manager Report

- Mr. Redd reported that the grant for Community Development Block Grant funding for fire breathing apparatuses has been submitted, with the grant requesting about \$100,000 for apparatuses that cost roughly \$20,000 each.
- The funding and permit for the recapture boat ramp are in place and those funds will be available July 2026 and then construction will begin.
- He noted that water rates, which are usually approved at the first meeting in April, have been a frequent community question.
- Mr. Redd stated that there was another incident of graffiti at the ballpark, suggesting the inclusion of cameras for the clubhouse in the upcoming budget session.
- Mr. Redd reported that he attends weekly legislative meetings and receives daily emails to stay informed; he informed the council to anticipate requests for letters of support or opposition regarding bills in the next two to three weeks.
- The Youth City Council is organizing a service project to deliver letters and donuts to community service members, requesting suggestions for individuals or groups by 10 a.m. the following day.

b. Court Report

- The court cases have been low as the police force has been low. Thankfully the two officers at post will finish up this month and will soon be able to be working on their own. There were only 37 cases last month, compared to the typical average of 80 to 100 cases per month when fully staffed.

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4. Monthly Finance Report - James Francom

- Mr. Francom provided the check register and the operational budget. Councilmember Ewald asked about the child support payment. Mr. Francom stated that that has to do with payroll and is confidential. He also asked about the amount for the police badges. Councilmember Taylor stated that law enforcement usually has about 3 badges each, 2 for uniforms and 1 for the wallet.

Business Items

1. Resolution 02-10-2026-1 Approval of Interlocal Cooperation Agreement

- WHEREAS, the San Juan School District has constructed a stormwater retention facility located on the southeast corner of the Blanding Elementary School property to manage stormwater runoff associated with extreme precipitation events; and WHEREAS, under rare and limited circumstances, controlled release of stormwater from the retention facility into the City of Blanding's municipal stormwater system

may be necessary to protect public safety and prevent localized flooding; and WHEREAS, Blanding City and the San Juan School District desire to establish clear operational procedures, coordination requirements, and allocation of responsibility related to any such controlled releases; and WHEREAS, City Staff and the San Juan School District have negotiated an Interlocal Cooperation Agreement for Stormwater Retention Management – Blanding Elementary School, pursuant to the Utah Interlocal Cooperation Act, Utah Code §11-13-101 et seq.; And WHEREAS, the Blanding City Council has reviewed the proposed Agreement and finds it to be in the best interest of the City to formally approve and enter into the Agreement.

- Mr. Redd went over some of the details of the agreement and the council discussed some of their concerns and some of the potential issues that could arise. The discussion included; the \$2000 fee if a situation isn't taken care of with in 4 hours, the fence, the height of the fence, the possibility of the fence or the banks of the retention pond blocking line of sight at the intersection, the release of water, the valve that releases the water, liability, how much water can be retained, the boulders and sand that will go in the bottom of the pond, etc. The agreement is to be reviewed annually through 2030.

Councilmember Ewald made a motion to approve Resolution 02-10-2026-1 approval of the interlocal cooperation agreement. Councilmember Moses 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 Moses**

Those voting nay:

None

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

2. Resolution 02-10-2026-2 Approval of the Blanding Downtown Plan

- WHEREAS, Blanding City recognizes the importance of a healthy, vibrant, and economically resilient downtown as the civic, cultural, and commercial heart of the community; and WHEREAS, the City desires to proactively guide future downtown improvements, reinvestment, transportation planning, land use decisions, and public-private partnerships in a manner that reflects community values, local character, and long-term sustainability; and WHEREAS, the City, in collaboration with community members, stakeholders, and planning professionals, has prepared the Blanding Downtown Plan (2026) to evaluate existing conditions, identify opportunities, and recommend strategies related to transportation, land use and building design, street amenities and wayfinding, branding and marketing, and phased implementation; and WHEREAS, the planning process included public outreach, stakeholder engagement, on-site assessments, and community workshops to ensure the Plan reflects local priorities and aspirations; and WHEREAS, the Blanding Downtown Plan is intended

to serve as a guiding policy framework to inform future City decisions, investments, grant applications, partnerships, and planning efforts, rather than to impose regulatory requirements or authorize specific capital projects; and WHEREAS, adoption of the Plan provides City staff, elected officials, boards, commissions, and partners with a shared vision and reference document to support coordinated and intentional downtown revitalization over time.

Councilmember Nielson made a motion to approve Resolution 02-10-2026-2 approval of the Blanding Downtown Plan. 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 Ewald
Councilmember Moses

Those voting nay: None

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

3. Edge of the Cedars Letter of Support

- Mr. Redd initiated a discussion regarding the transfer of 150 acres surrounding the Westwater ruins. At one point the land was under the jurisdiction of the BLM, they didn't want to manage it, so it is currently managed by the San Juan Foundation, they want to give it back to the state of Utah. It would be managed by Edge of the Cedars State Park under the direction of Chris Hansen. The council expressed support for the transfer, contingent on the land remaining open to the public and managed accordingly, and approved a letter of support via a vote. Councilmember Taylor made a motion, Councilmember Grover seconded it.

Advice and Consent Items

1. Negotiate Natural Gas Purchases

- The council discussed negotiating natural gas purchases, as all current contracts expire in October 2026. Scott with Summit suggested locking in prices, which are historically low (e.g., \$4.21 for three years). Mr. Redd suggested locking in a large percentage of the gas needed for three years due to the low prices, which are a full dollar lower than our current rates and significantly lower than past highs of \$8. The maximum lock-in period is 36 months. They discussed the different things that affect the price changes, such as weather, storms, political climate, etc. The council agreed to bring back more pricing options in two weeks.

2. Approval of Developer Agreement

- The council discussed the B3 developer agreement related to the Inland Port venture, which would allow the city to provide in-kind donations of up to \$151,000 and be fully reimbursed by the Inland Port, potentially earning four times the investment for the city to use on other projects. Kendall Laws clarified that their involvement helps their project scoring for tax credits and provides the city with an

opportunity to understand and pursue similar Inland Port projects in the future. 9
The council moved forward with advice and consent to approve the developer agreement and proceed as outlined, emphasizing that a clear and open process makes the decision easier and ensures fairness. The goal of the process is to help the housing situation by monetizing programs and reducing the council's pressure to pick favorites. The agreement will be finalized with a resolution at a second meeting

3. Budget Adjustments

- Budget adjustments were proposed, including allocating an additional \$10,000 for street repairs and maintenance to meet the historical average of \$35,000 annually, as well as \$5,000 to \$10,000 for security upgrades, particularly cameras for the ballpark clubhouse, and \$5,000 to \$6,000 for travel, totaling \$25,000 in additional allocations.

Discussion Items

1. Pooling Agreement - UAMPS

- Mr. Redd explained that changes to the power purchasing agreement are necessary because of the extended day-ahead market (EDAM), effective May 2026, which requires UAMPS to participate in extended day-ahead purchasing. The previous pooling agreement, which managed power distribution, is being updated after roughly 40 years to reflect changes in technology and the needs of UAMPS members. For the city, which currently buys all power from projects and the power exchange, there will not be too many changes initially. The major change outlined by Mr. Redd is the creation of a centralized bilateral market, which allows different entities within UAMPS to buy power directly from each other, which is really beneficial. This new model contrasts with the current system where UAMPS buys directly from external sources like Kaiso or the power exchange when there is a power shortage, with settlements taking days or months. The new system, for example, would allow a direct purchase from an entity and potentially be settled much faster. The new pooling agreement will introduce greater transparency and visual ability to see how the market is working, as UAMPS will build out a data display for logging in and checking on things, moving beyond just a monthly invoice. Mr. Redd noted that the agreement is based on a daily estimate of power needs, which is anticipated based on previous years' use, allowing the city to buy at a monthly rate for every day of the year. Furthermore, the city will now be able to perform an internal audit of UAMPS annually, a feature not previously part of the pooling agreement, and an advisory committee has been established to aid with the agreement's changes. Local Power Generation and Investment Opportunities successfully meeting the daily power market helps keep prices as low as possible, and any entities that assist in developing and generating more power for the grid are beneficial for keeping rates lower. Mr. Redd highlighted the city's ability to take action to support the grid locally and mentioned involving the public in generating power within their area. Potential local investment opportunities include adding to existing energy fuels projects in port areas and exploring innovative solutions for water and power, possibly involving data centers. He concluded by mentioning that a resolution is forthcoming to present and pass the amended policies, which is necessary to be prepared for the May 2026 clean purchasing change. They assured the attendees they would receive the red-lined documents detailing the few changes before the resolution.

Adjournment

Councilmember Nielson made a motion to adjourn. 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 Grover
 Councilmember Nielson
 Councilmember Ewald
 Councilmember Moses

Those voting nay: **None**

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

The meeting adjourned at 8:14pm.

Blanding City Monthly Water Report



January 2026

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

Reservoir	Total Reservoir Capacity	Required Consrvn Capacity	Total Usable Capacity	City Share of Total Capacity	Current Reservoir Volume	Unused City Storage	City Share of Current Volume	City Share of Volume 2025	City Share of Volume 2024
Starvation	500	0	500	500	139	361	139	376	388
4th Reservoir	2,350	250	2,100	2,100	1,553	797	1,303	1,603	1,782
3rd Reservoir	250	50	200	200	139	111	89	145	190
Drywash	500	100	400	0	0	0	0	0	0
Recapture	8,444	2,500	5,944	800	2,506	800	800	0	0
Total	12,044	2,900	9,144	3,600	4,337	2,069	2,331	2,124	2,360

	Gallons/Per Day	Acre Feet/Month
Pipeline Flow	1,438,064	136

	Gallons	Acre Feet
Monthly Total Treated	8,979,480	27.50
Monthly Total Pumped	Well A	0.00
	Well B	0.00
	Well C	0.00

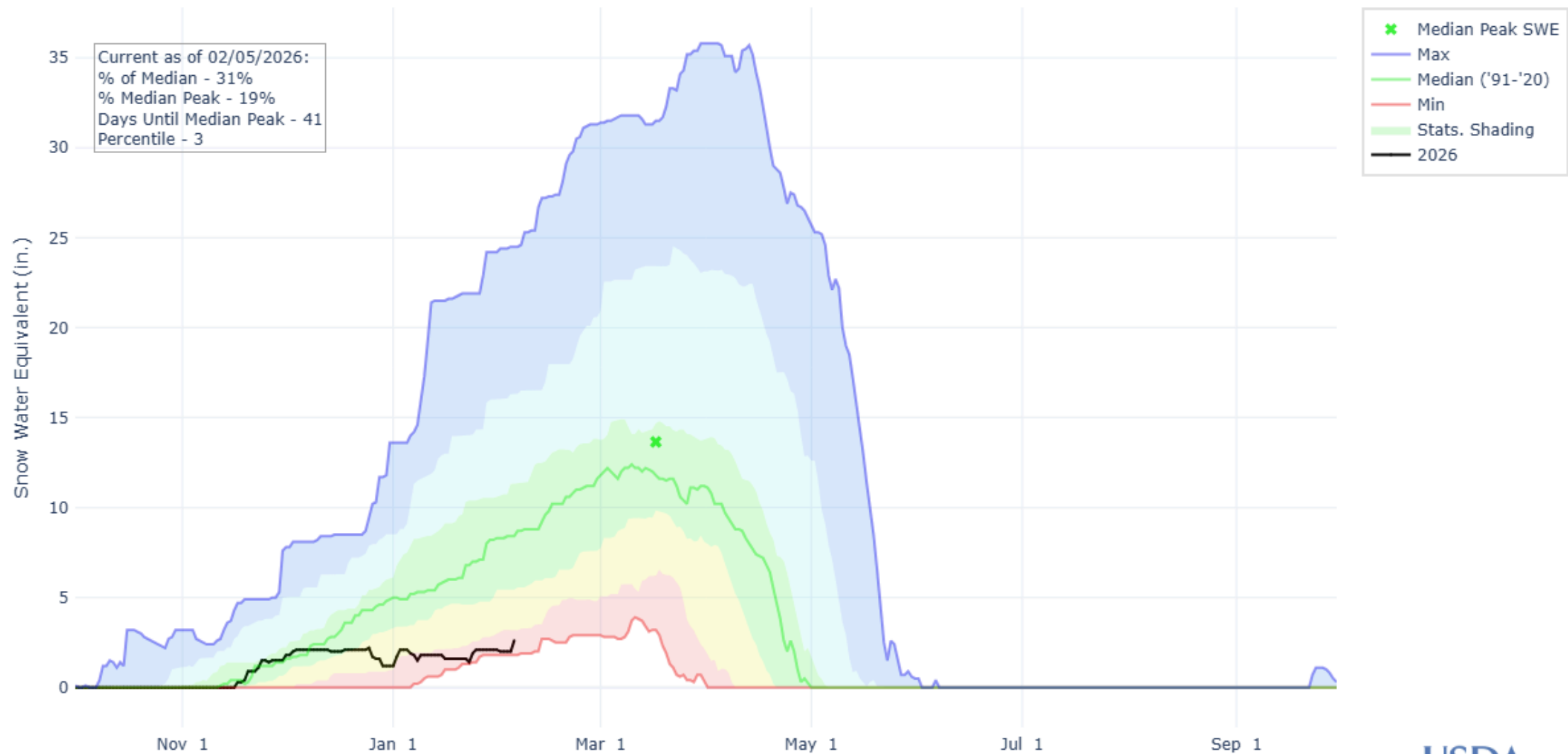
Total Montly Treated and Pumped 27.50

Notes:
Despite little to no recent precipitation, with 13 inches, we're still sitting at 114% of average. Snow pack is where we're really suffering....5 inches and dropping!

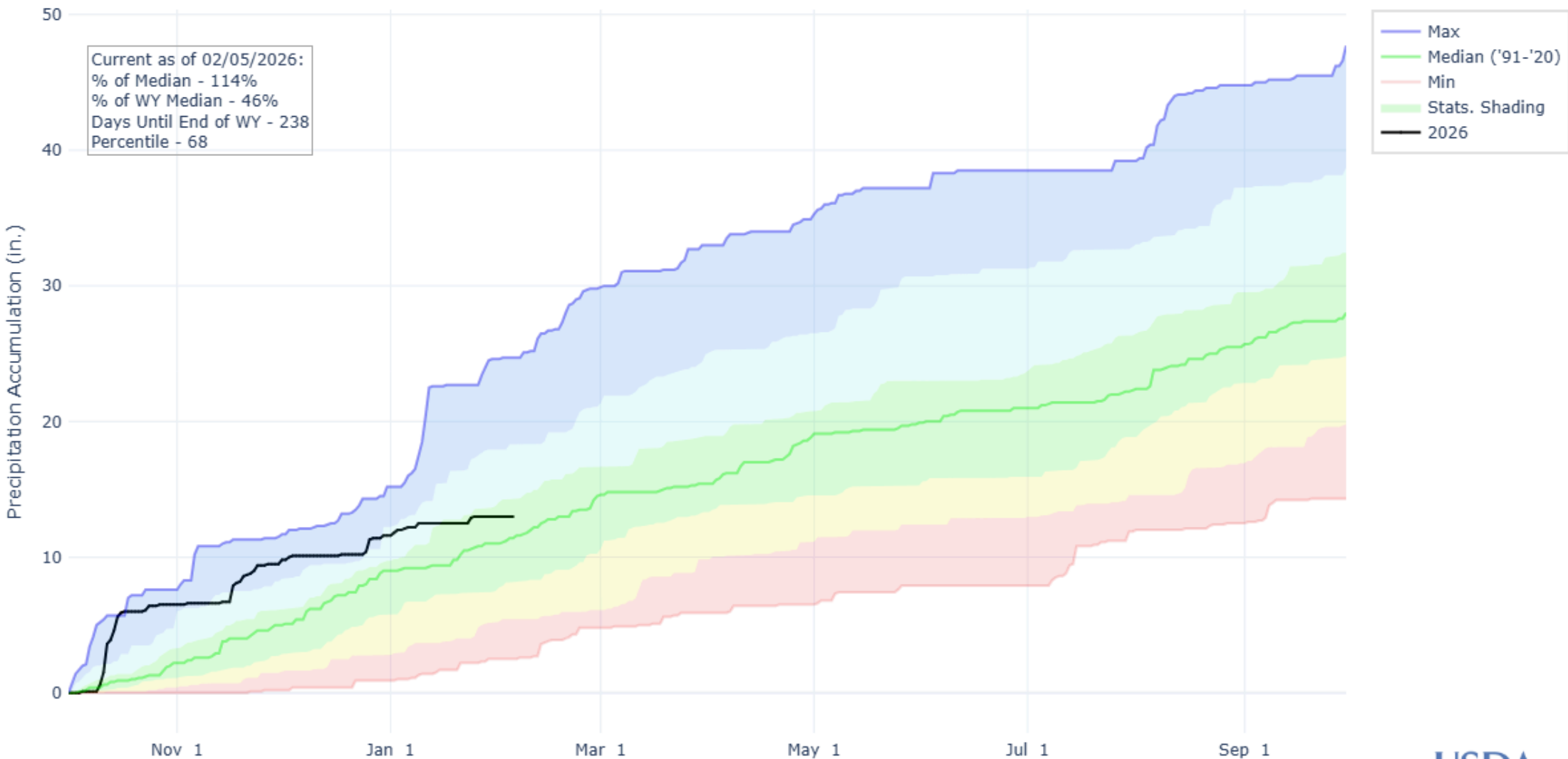
Month to Month Reconciliation Uppex System	
Beginning Reservoirs Storage	2,196.00
Plus Water Taken From Pipeline	136.00
Plus Water Taken From Ditch	0.00
Plus Water Pumped from Recapture	0.00
Plus Water to System from Irrigation Shares	0.00
Less Water Treated	27.50
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	0.72
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	772.78
Ending Reservoirs Storage	1,531.00

Blanding City Water from Recapture Sold to Energy Fuels: 21.82 ac ft

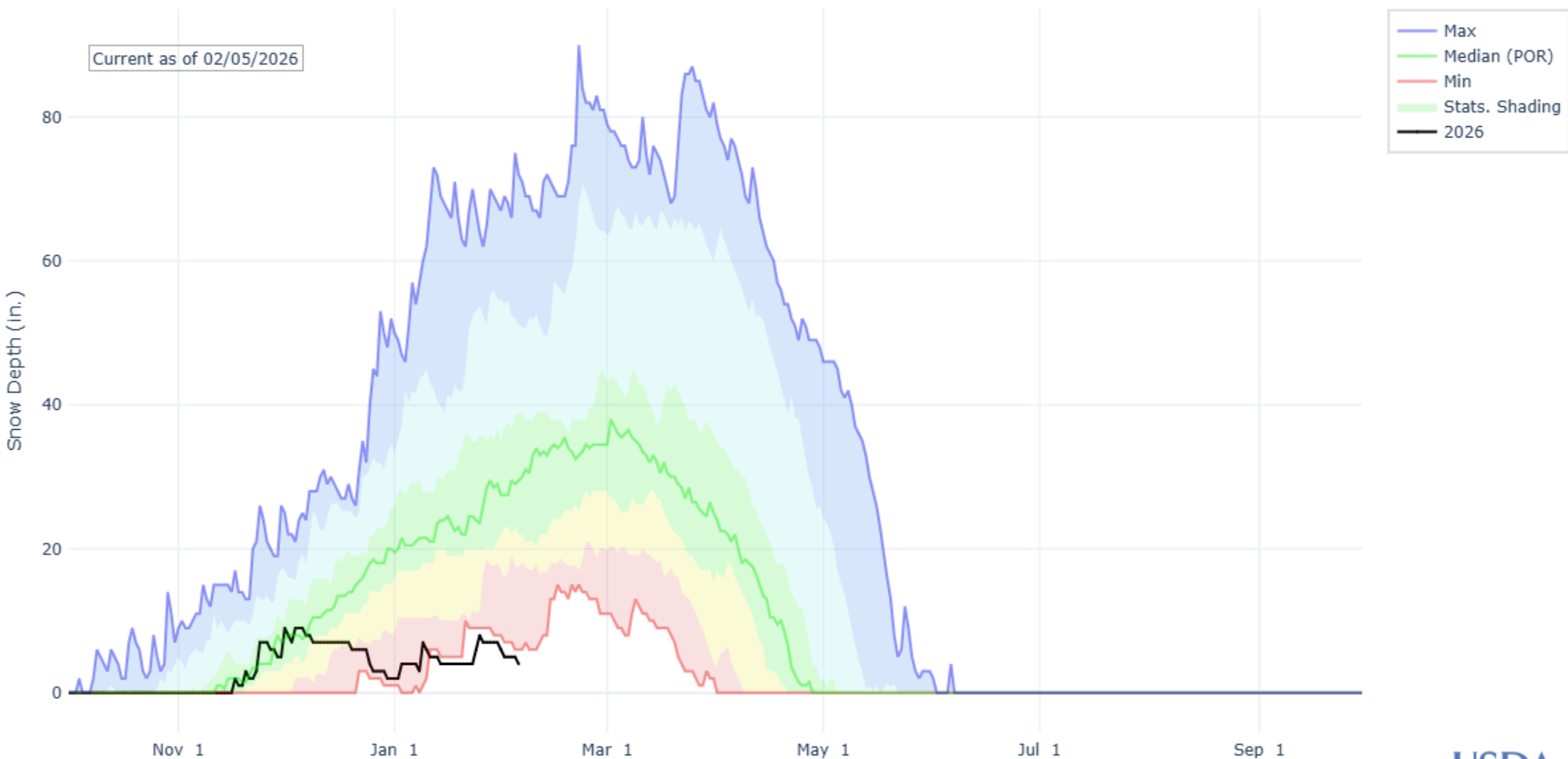
CAMP JACKSON, UT (383) SNOW WATER EQUIVALENT



CAMP JACKSON, UT (383) PRECIPITATION ACCUMULATION



CAMP JACKSON, UT (383) SNOW DEPTH



CITY COUNCIL MEETING - STAFF REPORT

Prepared By: Taylor Francom
Subject: January 2026 Airport Report

Wildlife fence

- Fence complete, Lochnor managed the project well and had inspectors down multiple times during the installation.

Fuel Farm

- New filter housings, stainless steel lines and 3rd jet fuel pump installed. Developed a couple leaks in stainless steel joints a week after completion. The contractor came back and fixed those.
- Another small leak in the new jet fuel pump. Contractor sending new gasket for us to replace. If that doesn't fix the problem they will come install a new pump.
- Funding request sent to the state for upgrading the fuel card reader. Currently under review

AWOS

- Reporting issue with National Weather Service. Technician and Mesotech currently looking into the issue on their side.
- Old AWOS removal currently waiting on the state UDOT surplus to let us know what needs to be done to get this removed. Followed up on Jan 23, 2026. Still waiting for a response.

Apron Rehabilitation

- Grant under review with the FAA

Notes:

- Automatic gate chain on order
- Terminal Building HVAC being fixed
- Mouse bait boxes set up

CITY COUNCIL MEETING - STAFF REPORT

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

New permits issued

- 3 Permits
 - 1 Addition
 - 1 Demolition
 - 1 Mechanical

Inspections Completed

- 33 Inspections completed
 - 22 Residential
 - 11 Commercial

Notes:

- Active issued permits- 20

City Oversight – Removed

Old Version

- Article III required City Council approval of any bylaw amendments before adoption.
- Vacancies and reappointments were made by the Mayor of Blanding City. On dissolution, remaining assets were returned or granted to the City of Blanding.
- Principal office located at Blanding City Offices.

New Version

- All references to City Council approval are removed.
- Board now fills its own vacancies and reappointments by majority vote.
- On dissolution, assets go to a not-for-profit benefiting Blanding, not specifically the City.
- Principal office now listed as 162 E 100 South, separate mailing address.

Fund Structure

Old Version

Two separate funds:

- Permanent Fund
- Current Projects/Temporary Fund

New Version

- Removes dual-fund structure.
- Focuses primarily on protecting principal and distributing up to ½ of annual earnings.
- Adds more detailed rules around special fundraising and designated donations.

Impact:

Structure becomes cleaner and more flexible. Less tied to the original challenge grant framework.

Grant Process Changes

Old Version

- Semi-annual grant cycle once principal reached \$100,000.
- No grants until after Centennial (2005).
- Up to ½ annual interest distributed.

New Version

- Annual grant process triggered when annual dividend hits \$2,000 (starting 2028 or later).
- Fixed \$2,500 grant cycles for 2026–2028.
- Special fundraising grants allowed with:
 - 50% minimum added to principal
 - Special grants require unanimous vote
 - If not unanimous, 100% added to principal

Impact:

More structured control over special project spending and more board discretion.

Administrative Fee Authority

- Allows up to 5% administrative fee on designated project donations.
- Fee retained to increase corpus and support charitable operations.
- Explicit IRS-compliance language ensuring full board discretion over donations.

Impact:

Stronger nonprofit compliance posture and operational sustainability language.

Board Composition Adjustment

Old Version

- 1 seat could be outside city limits (within 4 miles).

New Version

- Up to 2 seats may be within 4-mile radius.
- Adds current board term schedule through 2046.
- Meetings reduced from monthly to quarterly (minimum).
- Notice period shortened from 5 working days to 3.
- Virtual attendance explicitly allowed.

Impact:

More flexibility, less required meeting frequency, broader representation radius.

City-Specific Language Softened

- References to “City of Blanding” changed to “community and citizens of Blanding.”
- Long-range plan reference to relationship with Blanding City removed.
- Mayor no longer notified upon trustee resignation.

Treasurer Duties

Old

- Treasurer had sole custody of funds.

New

- “Dual custody” language introduced (President and others may fill role if directed).

BYLAWS OF THE
Blanding Community Legacy Trust Board
February 2026 edited version

Preamble

These are the bylaws of the Blanding Community Legacy Trust Board (the "Board"), a body politic, organized under the laws of the State of Utah, with the purpose stated herein.

ARTICLE I

The name of this organization shall be the Blanding Community Legacy Trust Board, a special Board organized by the citizens of Blanding.

ARTICLE II

The principal office and place of business of this organization shall be at 162 East 100 South, Blanding, Utah 84511. Operations may be carried on at such other place or places from time to time as the Board may determine. The mailing address is: Blanding Community Legacy Trust Board, 162 East 100 South, Blanding, Utah 84511.

ARTICLE III

Purposes and Objectives

The management, affairs, dispersing of up to half the annual interest or dividends, shall be by a Board of Trustees (the Board). The Board shall have the final authority over the operation and administration of the Blanding Community Legacy Trust, and will adopt those policies it deems necessary to ensure the Legacy Trust is operating in a professional manner, and that organizations representing and benefiting Blanding citizens will be considered for grant requests without regard to age, race color, creed, national origin, gender, religion, or source of payment.

The Board is organized exclusively as a not-for-profit organization and its activities shall be conducted for those purposes stated herein and in such a manner that no part of its net earnings or monies held shall inure to the benefit of member, director, officer, or individual. Upon dissolution of the organization and after payment of just debts and liabilities, all remaining assets shall be distributed subject to Article V of the Articles of Incorporation of the Blanding Community Legacy Trust, distributed to a not-for-profit organization directly benefiting the community and citizens of Blanding for a public purpose. The Board shall enjoy a tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended, or successive provisions.

The purposes and objectives of the Board are:

1. To assume the ultimate responsibility for the operation and maintenance of the Legacy Trust fund including the raising, receipt and payment of funds. To execute any and all contracts necessary and proper to perform and complete the activities of the Board. To assure that there is sound financial management for the Legacy Trust.
2. To establish and maintain a fundraising program to enhance the principal amount of the Legacy Trust on an annual basis.
3. To establish an annual grant process once the initial corpus investment yields a minimum annual dividend of \$2,000, beginning in the calendar year of 2028 or later, when this threshold is first met. Grant awards will be made in the following calendar year. Each grant cycle expenditure shall not exceed half of the amount of the annual interest or dividends earned from the previous year's earnings. (For the years of 2026, 2027 and 2028 the board voted to issue a fixed amount of \$2,500 per calendar year grant cycle.)
4. The board may conduct special fund raising to facilitate a grant cycle at any time by majority board vote. A minimum of 50% of the funds raised will be added to the legacy trust principal balance. Up to 50% of the remaining funds raised by the fundraising may, upon unanimous board vote only, be spent to fund a special grant cycle for board approved community project grants. If the board is unable to reach a unanimous decision on approving a special grant cycle with the funds raised, 100% of funds raised will be added to the legacy trust principal balance.
5. To assure all monies donated become and remain part of the Legacy Trust principal never to be expended.
6. To participate so far as circumstances may warrant in any activity designed and carried out to promote general education, betterment and economic growth in or for the community and citizens of Blanding.
7. To hire personnel necessary to accomplish the purpose of the board.
8. The Legacy Trust may solicit and accept charitable contributions designated for specific community projects or programs that fall within the Legacy Trust's exempt purposes under Section 501(c)(3) of the Internal Revenue Code. All such contributions shall be subject to the Legacy Trust's full discretion and control, and no donor-imposed restriction shall be binding unless formally accepted by the board in writing.
 - A. To support the Legacy Trust's charitable operations, compliance, and administration, designated project funds may be assessed an administrative fee not to exceed five percent (5%) of the donated amount. The administrative fee shall be

retained by the Trust for general charitable purposes consistent with its exempt status and utilized to increase the corpus investment.

B. Subject to the foregoing limitations, the net proceeds of designated donations (after administrative fees) shall be used for the specific charitable project or program for which they were designated, to the extent feasible. In the event the designated project becomes impractical, impossible, or inconsistent with the Trust's charitable purposes, the Board may redirect such funds to other charitable programs or purposes of the Trust.

C. The Trust shall maintain full discretion and control over the use of all contributions in order to ensure their tax-deductible status. Donors may take a tax deduction to the extent permitted by law.

ARTICLE IV

Board of Trustees

The management, affairs, property, interests, and program policies of the Blanding Community Legacy Trust shall be by a Board of Trustees (the Board), organized as a Utah nonprofit corporation. The Board has the oversight role of developing policy which supports, among other things, that the requirements of statutes, regulations, and grant agreements are met, that there is local community involvement, that Blanding Community Legacy Trust is adequately promoted, that there is sound financial management for the trust fund and that the fund is properly managed. The Board makes all decisions concerning operation of the fund. The Board shall establish criteria for fund raising and fund disbursement. It may establish committees and can act upon the recommendations of its committees. In addition, it serves as a liaison with local, state, and federal agencies.

A. Composition

The Board shall consist of five trustees who each serve for a five-year term, except for the initial board whose terms are identified below. Trustees may be reappointed for additional terms. The Board shall be composed of residents of Blanding with up to two seats open to persons living directly within a four-mile radius of current Blanding City limits.

The initial Board and their initial terms shall be as follows:

Bret Hosler,	Blanding City Planner,	(5 years)
Arlene Lyman,	Blanding City Citizen,	(5 years)
Steve Palmer,	Blanding City Businessman,	(5 years)
Lynn Stevens,	Blanding City Justice,	(4 years)
Phil Mueller,	local radio station,	(4 years)

As of 2026 the board members are:

Seat #	Name	Term	Expires/Renews
1	Bret Hosler	5 years	2030/2035/2040/2045...
2	Steve Jensen	5 years	2027/2032/2037/2042...
3	Garth Wilson	5 years	2028/2033/2038/2043...
4	Holly Walker	5 years	2029/2034/2039/2044...
5	Kimberly Hiatt	5 years	2031/2036/2041/2046...

B. Qualifications:

The qualifications for appointment to the Board and the method of appointment will be established by the Board. Subject to those resolutions, it is the intent that trustees shall:

- 1) be chosen in so far as possible to represent broad business, citizen, governmental and educational interests,
- 2) have an understanding of the duties and responsibilities to be assumed,
- 3) have an interest in encouraging quality community development commensurate with all aspects of good planning,
- 4) display good judgment, and
- 5) provide impartial and fair services to the benefit of the Community.

C. Appointments and Vacancies

- 1) Future appointments or reappointments for the purpose of filling a vacancy in a Board seat due to the completion of each trustee's term shall be made by recommendations from the Board and majority vote by the Board.
- 2) The Board members have the responsibility to fill vacancies on the Board due to death, resignation or other cause. Trustees so appointed shall hold office for the remainder of the term of the trustee whose death, resignation or separation for other cause created the vacancy.

D. Termination and Removal

- 1) Any trustee may resign by giving written notice to the President of the Board, who in turn will notify the Board.
- 2) Any trustee may be released from his position for due cause by a majority vote of the Board.

E. Meetings

1) Regular Meetings

The regular meetings of the Board shall be held at least quarterly or as often as is necessary to conduct trust fund business. Meetings may be held at a convenient location, as approved by the Board after appropriate notice is given. The President or Secretary shall mail, email, or otherwise deliver written notice to the trustees of the scheduled meeting date, time, location, and proposed agenda at least three (3) working days before the meeting date.

2) Special Meetings

Special meetings may be called by the President. At the request of any two trustees, the President must call a special meeting within three (3) working days. The President shall mail, email, or otherwise deliver written notice of special meetings to the trustees at least three (3) working days before the date of each special meeting, unless a written waiver of call and notice of call of a special meetings shall be obtained. This notice shall state the business for which the special meeting has been called, and no business other than that stated in the notice shall be transacted at such special meeting.

3) Annual Meeting

The Annual Meeting of the Board should be held in the first quarter of each year. Proceedings at this meeting shall include election of new officers, reports from officers and committees relating to the previous year's operations, financial reports including fundraising plans, status of all funds and gains/losses from the investment, and available funds for grant awards for the current year, appointments to various committees and recommendations to staff.

4) Attendance at Meetings

Each member of the Board shall annually attend at least 75 percent of the Board meetings and assigned committee meetings, unless excused for exceptional conditions such as sickness or excused absence from the community. Failure to attend the required number of meetings or three successive unexcused absences shall result in a Board vote regarding retention or removal from the Board. Board members may attend meetings virtually and such virtual attendance will be counted the same as in-person attendance.

F. Quorum

A majority of the entire Board shall constitute a quorum for transaction of business by the Board, and when a quorum is present, a majority in attendance at any meeting may decide any question brought before such meeting, except as otherwise provided by law, the articles of incorporation or these bylaws. Any action required to be taken, or which may be taken, at a meeting of the Board, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

G. Duties of trustees

In addition to the requirements stated elsewhere in these bylaws and the requirements of Utah law, the duties of the trustees shall include, but not be limited to, the following:

- 1) To study, evaluate, and determine the need for and develop policies for fund raising, grant applications and all other functions to effectively promote and manage the Blanding Community Legacy Trust.
- 2) To provide oversight for the trust functions.
- 3) To formulate policies relative to management, finance, and all matters relating to the operation of the trust.
- 4) To approve and amend policies necessary for the successful operation of the trust within the existing federal, state and local laws.
- 5) To formally approve or amend the organizational bylaws as needed.
- 6) To have charge, control and management of all programs operated by the trust.
- 7) To provide for the development of an annual operating budget and oversee the trust funds operation and adherence to the framework of the approved budget.
- 8) To provide for the development of a long-range plan describing the role of the trust fund in relationship to other organizations in the community.
- 9) To evaluate the performance of the Board and any employees on an annual basis to assure the trust fund is functioning appropriately.
- 10) To establish, by resolution, the recommended qualifications for appointment to the Board, and the terms of service consistent with these bylaws and Utah law.
- 11) To avoid all personal conflicts of interest so that any individual trustee shall not benefit monetarily or otherwise from actions taken by the Board. In the event a trustee has a conflict of interest arise through their position on the Board regarding an action item of the Board, that trustee shall declare said conflict of interest and abstain from voting on said action item.

ARTICLE V

Officers

The officers of the Board shall be a president, vice president, secretary, and a treasurer who shall be elected by the Board from among the trustees. The offices of secretary, and treasurer may be jointly held subject to approval by a majority of the Board.

A. President

The president shall be the chief executive officer of the trust fund and when present shall preside at all meetings of the Board. The president shall perform all the duties commonly incident to this office and such duties as may be assigned by the Board.

B. Vice-president

The vice president shall have the duties and the powers of the president during the absence or inability of the president, and shall perform such other duties as may be assigned by the Board.

C. Secretary

The secretary shall keep accurate minutes of all meetings of the Board and under the direction of the President create an agenda for each official Board meeting.

D. Treasurer

- 1) The treasurer shall have dual custody of and be dually responsible for all money of the trust fund along with the President and other members of the Board may fill this role as directed by majority vote of the Board in the absence of the President.
- 2) Keep a full and accurate record of books and accounts of the trust fund.
- 3) Disburse the funds of the trust fund in payment of just demands against the trust fund or in accordance with the general or special direction of the Board.
- 4) Submit an annual report of the financial condition of the Legacy Trust to the Board, and perform all duties incident to this office and such other duties as may be assigned by the Board.

E. Other officers

The Board may appoint such other officers or agents as they may deem advisable, and prescribe the duties thereof.

F. Vacancies

Vacancies in any office, arising from any cause, may be filled by the Board from among its membership at any regular meeting or any special meeting called for that purpose by majority vote.

G. Delegation of duties

For any reason which may seem sufficient to the Board, the Board may delegate any officer's powers and duties temporarily to any other trustee. Any officer may be removed from office by majority vote of the Board.

ARTICLE VI

Committees

The Board, by resolution adopted by a majority of the trustees, may designate one or more committees, each of whom shall consist of one or more trustees and such other people from the community or staff as the Board deems appropriate. Each committee shall have the authority to transact business of the trust fund as provided by resolution of the Board or these bylaws and to the extent allowed by Utah law.

Each committee shall appoint a chairperson and vice-chairperson from among its members, unless otherwise specified in these bylaws or by resolution of the Board. The committees shall meet as needed and as called by the chairperson for each committee. Committee assignments shall be re-evaluated by the Board at the annual meeting.

ARTICLE VII

Amendments

Any provision of these bylaws or the articles of incorporation may be altered, amended or repealed (except those dealing with principal monies donated to the Blanding Community Legacy Trust which shall never be spent but must remain in trust to aid and benefit the Blanding community and its citizens.) Any new bylaws or articles of incorporation may be adopted by the Board at any regular meeting of the Board, called for such purpose, after previously reviewing any proposed changes at a regular meeting of the Board, provided that a quorum is present at such meeting.

ARTICLE VIII

General Provisions


- A. Out-of-pocket expenses may be reimbursed to trustees and committee members to attend meetings, other than Board meetings, such as conferences or other business of the Trust. These funds must not be withdrawn from the principal balance of the Trust.

- B. The trustees and committee members are not individually or personally liable for the debts or obligations of the Trust. The Blanding Community Legacy Trust shall indemnify every trustee and committee member for all reasonable expenses or liability incurred by reason of being or having been a trustee or committee member of the Trust, except in relation to matters as to which a trustee or committee member shall be finally adjudged to be liable for fraud, or dishonesty. The trust fund may obtain liability insurance to pay for any such claims.

- C. Whenever notice is required to be given, it may be accomplished by mail, email, or other delivery.

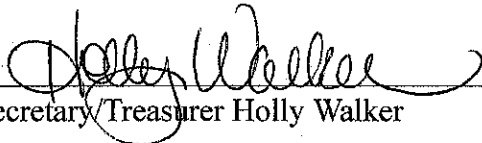
CERTIFICATION

The foregoing bylaws were adopted by unanimous vote of all of present at a meeting of the trustees held in Blanding, Utah, on the 3 day of February, 2026, at which a quorum was present.

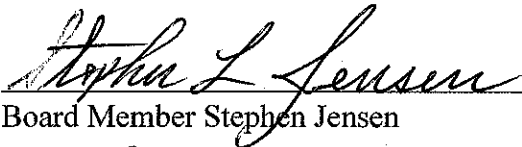


President Bret Hosler

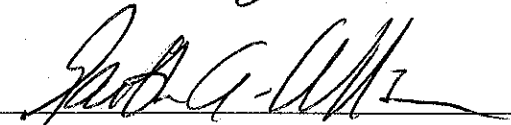
ATTEST:



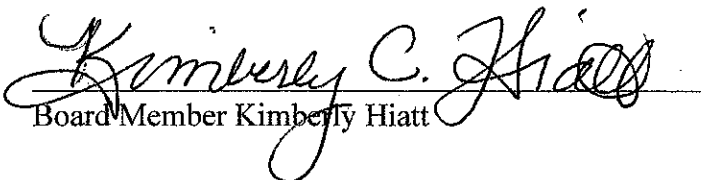
Secretary/Treasurer Holly Walker



Board Member Stephen Jensen



Board Member Garth Wilson



Board Member Kimberly Hiatt



Equipment Rental Request & Agreement

****All equipment is rented ONLY with a Blanding City operator. No self-operation permitted.**

1. Renter Information

Date of Request: _____

Organization / Individual Name: _____

Contact Person: _____

Mailing Address: _____

City / State / ZIP: _____

Phone: _____

Email: _____

2. Equipment Requested (Check all that apply)

- Sewer Machine
- Locator
- Hydro Jet / Vacuum Trailer
- Air Compressor

Note: Equipment will be operated exclusively by qualified Blanding City personnel.

3. Project / Work Description

Location of Work: _____

Description of Work: _____

Requested Date(s): _____

Estimated Duration (hours/days): _____

4. Rates & Charges

Equipment Rate with Operator: \$115 per hour / \$1150 per day

Labor Only Rate (in addition to operating equipment): \$50 per hour / \$500 per day

Note: Actual charges will be based on recorded equipment and operator time.

5. Billing Information

Purchase Order # (if required): _____

Billing Address (if different): _____

6. Terms & Conditions

- All equipment shall be operated solely by Blanding City employees.
- Scheduling is subject to City availability and priority of municipal work.
- Renter shall ensure safe access to the work site and disclose known hazards.
- The City reserves the right to suspend or terminate work due to unsafe conditions, weather, or operational concerns.
- Renter agrees to be responsible for damages caused by site conditions, misrepresentation, or unsafe directions.
- Renter also agrees to pay for any repairs and/or replacements of damaged equipment.
- Invoices are due within 30 calendar days of receipt unless otherwise agreed.

7. Indemnification & Liability

To the fullest extent permitted by law, the Renter agrees to indemnify and hold harmless the Blanding City, its officers, employees, and agents from and against claims arising out of the Renter's project or site conditions, except to the extent caused by the City's sole negligence.

8. Authorization

Renter Authorized Representative (Print): _____

Signature: _____

Date: _____

9. Blanding City Use Only

Approved By: _____

Scheduled Operator(s): _____

Scheduled Equipment: _____

Approval Signature: _____

Date: _____



Blanding City Curb Cutting Policy

1. Purpose

The purpose of this policy is to establish uniform standards and procedures for cutting, modifying, or installing curbs within Blanding City rights-of-way. This ensures public safety, protects existing infrastructure, and maintains compliance with City design and accessibility standards.

2. Scope

This policy applies to all individuals, contractors, utility companies, developers, and property owners performing curb cutting, curb removal, or curb installation work within Blanding City.

3. Definitions

- Curb Cutting: The process of removing or modifying an existing curb to allow driveway access, drainage, or other approved use.
- Applicant: The person or entity requesting curb cutting.
- Right-of-Way (ROW): Land owned or maintained by Blanding City for public infrastructure and utilities.

4. Permit Requirements

- 4.1. No curb cutting shall be performed without first obtaining a Curb Cut Permit from Blanding City (see Appendix A).
- 4.2. Permit applications must be submitted to the Public Works Department at least 10 business days before the proposed work.
- 4.3. Work initiated or completed without an approved permit constitutes a violation of this policy and is subject to a \$250 penalty, payable by the property owner or responsible contractor. The City may also require that any unpermitted or non-compliant construction, including defective curb or concrete cuts, be removed and the area restored to City standards. All restoration costs, including labor and materials, shall be borne entirely by the property owner. The assessed fine must be paid in full prior to the issuance of a Certificate of Occupancy or final project approval.

5. Design and Construction Standards

- 5.1. All curb cuts must meet Blanding City's standard drawings and specifications (See Appendix B).
- 5.2. Curb cuts must be constructed to provide ADA-compliant pedestrian access when applicable.
- 5.3. Driveway curb cuts shall not exceed 24 feet for residential and 40 feet for commercial unless otherwise approved by the City Engineer.

- 5.4. Minimum separation distances between driveways and intersections shall comply with City ordinances.
- 5.5. All work must be performed by a licensed and insured contractor.

6. Inspection and Approval

- 6.1. The City Engineer or designee shall inspect the site prior to and after construction.
- 6.2. Final approval must be granted before the curb cut may be used.

7. Restoration and Responsibility

- 7.1. Any damage to sidewalks, pavement, utilities, landscaping, or other City infrastructure during curb cutting shall be repaired at the applicant's expense.
- 7.2. The applicant is responsible for maintaining the curb cut to City standards.

8. Fees

Permit and inspection fees shall be \$150 as established by the City Council and included in the City's adopted fee schedule.

9. Enforcement and Penalties

Unauthorized curb cuts or non-compliant work may result in:

- Stop work orders
- Civil penalties as adopted by ordinance
- Cost recovery for restoration
- Fine as outlined in 4.3

10. Utility Coordination

The applicant must coordinate with all utility providers (water, sewer, power, natural gas, and communications) prior to beginning any curb cutting work. Utility locates are required before construction. Damage to utilities is the responsibility of the applicant.

11. Effective Date

This policy shall take effect upon adoption by the Blanding City Council and shall remain in effect until amended or repealed.

Appendix A: Curb Cut Permit Application

Applicant Information

Applicant Name: _____

Company (if applicable): _____

Phone: _____ Email: _____

Project Information

Property Address: _____

Purpose of Curb Cut: _____

Proposed Curb Cut Width: _____

Proposed Start Date: _____

Contractor Information

Contractor Name: _____

License Number: _____

Insurance Provider: _____

Insurance Policy Number: _____

Applicant Acknowledgement

I acknowledge that I have read and understand the Blanding City Curb Cutting Policy and agree to comply with all requirements.

Signature: _____

Date: _____

Appendix B: Standard Drawings and Specifications

1. Applicable Standards

- All curb cuts and curb ramps must comply with the 2010 ADA Standards for Accessible Design (and any applicable successor guidance such as PROWAG).
- Where more stringent, Blanding City may adopt local refinements based on best practices.

2. General Requirements

- Minimum ramp run width (exclusive of flared sides): 36 inches
- Maximum running slope: 1:12 (8.33%) for new construction; older ramps may follow less stringent thresholds for alterations.
- Maximum cross slope: 2% (1:48)
- Flared side slopes: Maximum 1:10 (10%)—or 1:12 (8.33%) where needed—unless returned curbs or obstructions exist.
- Top landing: Minimum 36 inches long and as wide as the ramp; slope not exceeding 1:20—or 1:48 where perpendicular accessible route limits apply.

3. Transitions and Drainage

- Ramps must have flush transitions at street and sidewalk interfaces—no abrupt changes in level.
- Wet-weather landings must allow drainage and may slope up to 1:48.

4. Detectable Warnings

- Truncated dome panels (detectable warning surfaces) are required on ramps at pedestrian crossings.
- Panels should extend at least 24 inches in the direction of travel and cover the full ramp width (excluding flares).

5. Materials and Visibility

- Concrete on ramps and flares should be broom-finished, with a contrasting color and 7-inch thickness on radii (4-inch for flat sidewalk areas).
- Detectable warnings must be yellow in color, with dome spacing between 1.6 to 2.4 inches on center.

6. Utah-Specific References

While a statewide standard drawing document (e.g. from UDOT) may not be freely accessible online, Blanding City can reference its own generated drawings based on ADA plus local best practices.

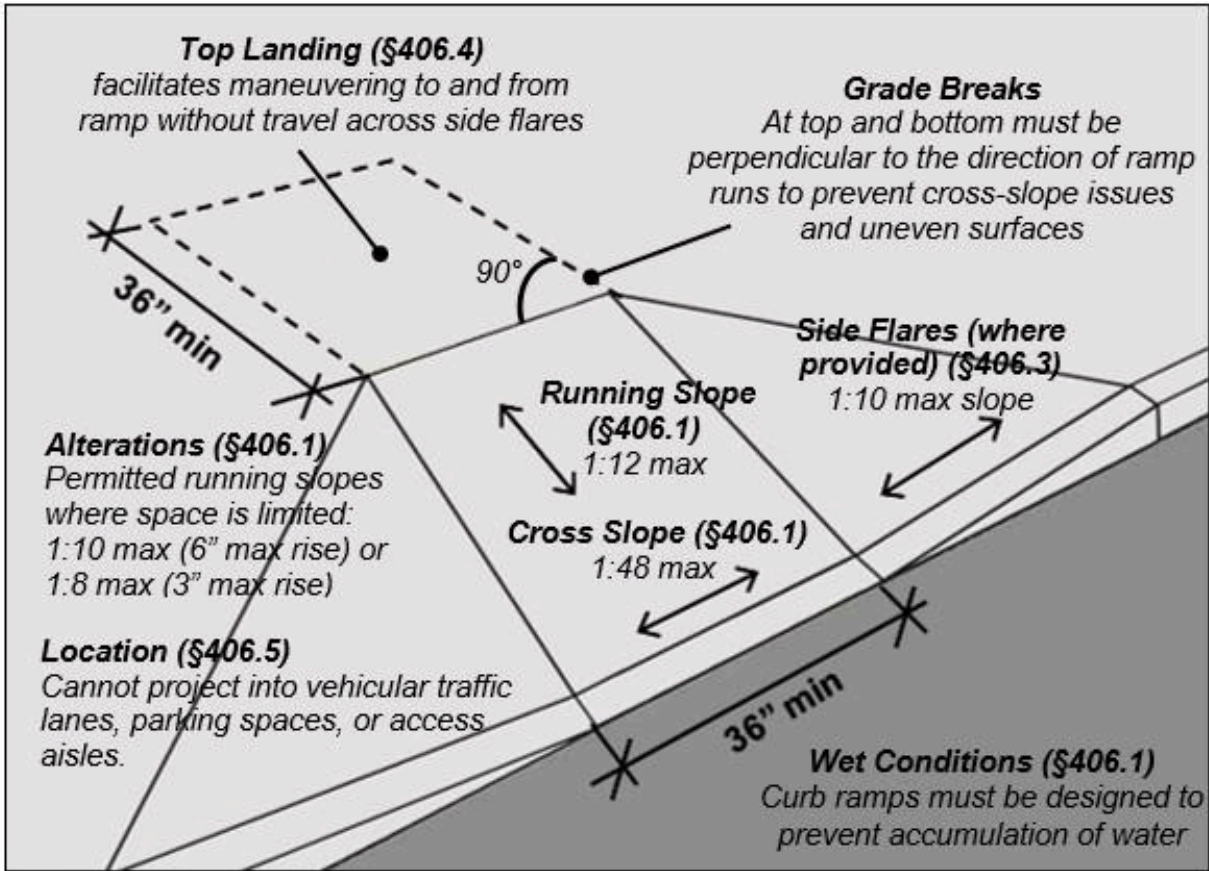


Figure 1 – Slope and Width Requirements (ADA)



RESOLUTION 02-24-2026-1

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY, UTAH, ACKNOWLEDGING AND APPROVING UPDATED BYLAWS OF THE BLANDING COMMUNITY LEGACY TRUST AND CLARIFYING THE SEPARATION OF GOVERNANCE

WHEREAS, The Blanding Community Legacy Trust (the “Trust”) was originally formed as a nonprofit organization to benefit the community and citizens of Blanding; and

WHEREAS, prior versions of the Trust’s bylaws contemplated certain involvement of Blanding City in appointments and approval of amendments; and

WHEREAS, the Board of Trustees of the Blanding Community Legacy Trust has adopted updated bylaws in February 2026 reflecting its intent to operate as an independent nonprofit corporation under Utah law and Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the updated bylaws remove provisions requiring approval of amendments by the Blanding City Council and provide that trustee appointments and vacancies shall be filled by the Board itself; and

WHEREAS, no City funds, assets, or property are being transferred pursuant to this action; and

WHEREAS, the City Council finds that it is appropriate to formally acknowledge the Trust’s updated governance structure and clarify that the Trust shall operate independently from Blanding City;

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

Section 1. Approval of Updated Bylaws.

The City Council hereby acknowledges and approves the February 2026 updated Blanding Community Legacy Trust Bylaws as adopted by the Trust Board.

Section 2. Separation of Governance.

The City Council recognizes that, effective upon adoption of this Resolution, the Blanding Community Legacy Trust shall operate as an independent nonprofit entity and shall not be subject to oversight, appointment authority, or amendment approval by Blanding City unless otherwise provided by future written agreement.



Section 3. No Transfer of Assets.

Nothing in this Resolution authorizes or approves the transfer of any City funds, property, or assets. The City retains ownership and control of all municipal assets not expressly conveyed by separate written agreement.

Section 4. Future Relationship.

The City may collaborate with the Trust on community initiatives in the future; however, such cooperation shall be voluntary and governed by separate agreement when appropriate.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/Deputy Recorder



RESOLUTION 02-24-2026-2

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY, UTAH, APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS (UAMPS)

WHEREAS, Blanding City is a member of Utah Associated Municipal Power Systems (“UAMPS”), a political subdivision of the State of Utah organized under the Interlocal Cooperation Act and the Joint Action Agreement; and

WHEREAS, Blanding City participates in the UAMPS Power Pooling Project for the scheduling, dispatch, purchase, and sale of electric power and energy to serve its electric utility customers; and

WHEREAS, UAMPS has prepared an Amended and Restated Power Pooling Agreement to modernize and clarify provisions related to market participation, resource sufficiency obligations, cost allocation, billing procedures, governance through the Project Management Committee, and other operational matters; and

WHEREAS, the amended agreement establishes updated provisions regarding annual purchase planning, cost causation principles, allocation of market revenues and charges, rate covenants, audit rights, dispute resolution, and long-term participation requirements; and

WHEREAS, the City Council has reviewed the Amended and Restated Power Pooling Agreement dated effective May 1, 2026, and finds that approval of the agreement is in the best interest of Blanding City and its electric utility customers;

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

Section 1. Approval of Agreement.

The City Council hereby approves the Amended and Restated Power Pooling Agreement between Blanding City and Utah Associated Municipal Power Systems, in substantially the form attached hereto and incorporated herein by reference.

Section 2. Authorization to Execute.

The Mayor and City Manager are hereby authorized to execute the Agreement and any related documents necessary to effectuate participation under the amended terms.

Section 3. Prior Agreement.

Upon the Effective Date of May 1, 2026, the Amended and Restated Power Pooling Agreement shall replace the prior Power Pooling Agreement between the parties in



accordance with its terms.

Section 4. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/Deputy Recorder



RESOLUTION 02-24-2026-3

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY, UTAH, APPROVING AN EQUIPMENT RENTAL AGREEMENT FORM AND ESTABLISHING EQUIPMENT RENTAL RATES

WHEREAS, Blanding City owns and operates certain public works equipment that may be made available for limited rental use when not required for municipal purposes; and

WHEREAS, the City desires to establish a standardized Equipment Rental Request & Agreement form to ensure proper documentation, scheduling, liability protection, and operational control; and

WHEREAS, the proposed Equipment Rental Request & Agreement provides that all equipment shall be operated exclusively by qualified Blanding City personnel and prohibits self-operation by renters; and

WHEREAS, the proposed agreement includes provisions relating to scheduling priority, indemnification, liability, billing, and safety requirements; and

WHEREAS, the City Council finds it appropriate to establish uniform rental rates to recover equipment, labor, and administrative costs associated with such rentals;

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

Section 1. Approval of Rental Agreement Form.

The City Council hereby approves the Equipment Rental Request & Agreement form, in substantially the form attached hereto and incorporated herein by reference.

Section 2. Equipment Rental Rates Established.

The following rates are hereby adopted:

Equipment with Operator:

\$115 per hour or \$1,150 per day

Labor Only (in addition to equipment operation, if applicable):

\$50 per hour or \$500 per day



Section 3. Municipal Priority.

Equipment rental services shall be subject to availability and shall not interfere with municipal operations. The City retains full discretion to prioritize City work.

Section 4. Authority to Administer.

The City Engineer, Public Works Foreman or designee is authorized to administer, implement, and execute the Equipment Rental Request & Agreement on behalf of the City and to make minor administrative modifications as necessary, provided such modifications do not materially alter the rates or liability provisions approved herein.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/Deputy Recorder



RESOLUTION 02-24-2026-4

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY, UTAH, ADOPTING THE BLANDING CITY CURB CUTTING POLICY

WHEREAS, Blanding City owns and maintains public rights-of-way, including streets, sidewalks, curbs, and associated infrastructure; and

WHEREAS, the City desires to establish uniform standards and procedures governing curb cutting, curb removal, and curb installation within City rights-of-way to ensure public safety, protect infrastructure, and maintain compliance with accessibility requirements; and

WHEREAS, the proposed Blanding City Curb Cutting Policy establishes permitting requirements, inspection procedures, design standards, ADA compliance measures, contractor qualifications, and enforcement provisions; and

WHEREAS, the Policy establishes a Curb Cut Permit requirement, inspection procedures, and a permit fee of \$150 as included in the City's adopted fee schedule; and

WHEREAS, the Policy further provides enforcement mechanisms including restoration requirements, cost recovery, and penalties for unauthorized work; and

WHEREAS, the City Council finds adoption of the Blanding City Curb Cutting Policy to be in the best interest of the City and its residents;

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

Section 1. Adoption of Policy.

The City Council hereby adopts the Blanding City Curb Cutting Policy, including Appendices A and B, in substantially the form attached hereto and incorporated herein by reference.

Section 2. Permit Requirement.

No curb cutting, curb removal, or curb installation shall occur within Blanding City rights-of-way without an approved permit issued in accordance with the adopted Policy.

Section 3. Fees.

The Curb Cut Permit and inspection fee shall be \$150, as established in the City's adopted fee schedule. Any future modifications to the fee shall require City Council approval through amendment of the fee schedule.



Section 4. Administration and Enforcement.

The City Manager, City Engineer, Public Works Director, and their designees are authorized to administer and enforce the Policy, including issuance of permits, inspections, stop-work orders, restoration directives, and cost recovery actions consistent with the Policy.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2026.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/Deputy Recorder



ORDINANCE 2026-1

AN ORDINANCE ADOPTING WATER-WISE LANDSCAPING STANDARDS AND ESTABLISHING PARTICIPATION REQUIREMENTS FOR STATE WATER-WISE INCENTIVE ELIGIBILITY WITHIN BLANDING CITY

WHEREAS,

The City Council of Blanding City, Utah recognizes the importance of conserving limited water resources and promoting sustainable landscaping practices; and

WHEREAS, the State of Utah administers water conservation incentive programs for turf removal and water-wise landscaping improvements; and

WHEREAS, Blanding City desires to establish clear landscaping standards for new and remodelled development and reasonable participation requirements for property owners seeking eligibility for such state incentive programs within the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blanding City, Utah, as follows:

Section 1. Purpose.

The purpose of this ordinance is to:

1. Reduce outdoor water consumption;
2. Promote long-term water conservation;
3. Establish landscaping standards for new development; and
4. Provide reasonable administrative requirements for participation in state Water-wise incentive programs within Blanding City.

Section 2. Definitions.

For purposes of this ordinance:

1. Lawn means any area of turf grass requiring regular irrigation and mowing.
2. Landscaped Area means improved portions of a lot planted, irrigated, or otherwise improved for aesthetic or functional purposes, excluding buildings, driveways, hardscapes, and parking areas.



3. Active Recreation Area means spaces designed for organized sports or recreation such as play fields or playgrounds.
4. Water-wise Improvements means **landscaping modifications** approved under a State of Utah water conservation incentive program.

Section 3. Applicability.

The landscaping standards of this ordinance apply to all new residential, commercial, institutional, and industrial construction receiving a certificate of occupancy after adoption of this ordinance.

The Water-wise incentive participation requirements apply only to property owners voluntarily seeking eligibility for state-administered Water-wise funding within Blanding City.

Section 4. Water-Wise Landscaping Standards.

1. Parking Strips. Lawn shall not be permitted within parking strips.
2. Narrow Landscapes. Lawn shall not be permitted in landscaped areas less than eight (8) feet in width.
3. Plant Coverage. At maturity, landscapes shall provide sufficient plant material to achieve at least fifty percent (50%) living plant cover at the ground plane, excluding tree canopies.
4. Residential Development.
 - a. No more than fifty percent (50%) of the front and exposed corner side yard landscaped area may consist of lawn.
 - b. This limitation shall not apply to residential lots with less than two hundred fifty (250) square feet of landscaped area.
5. Commercial, Industrial, Institutional, and Multi-Family Development.
Lawn areas shall not exceed twenty percent (20%) of the total landscaped area outside of active recreation areas.



Section 5. State Water-wise Incentive Participation Requirements.

1. Voluntary Participation.
 - a. Property owners seeking eligibility for State of Utah Water-wise incentive funding within Blanding City shall comply with the provisions of this section.
2. Maintenance Period.
 - a. Approved Water-wise Improvements shall be maintained in substantial conformity with the approved incentive application and inspection documentation for a minimum period of three (3) years from the date of final approval or inspection.
3. Modification or Removal.
 - a. Voluntary removal, conversion to turf grass, or material alteration inconsistent with the approved Water-wise Improvements during the three (3) year maintenance period shall constitute noncompliance with program participation requirements.
4. Administrative Fee.
 - a. In the event of noncompliance during the maintenance period, the property owner shall be assessed a \$500 Water Conservation Program Administrative Fee.
 - b. This fee is intended to reasonably offset the City's administrative oversight, compliance verification, and water conservation planning costs associated with program participation and shall not be considered a criminal penalty.
5. Notice and Opportunity to Cure.
 - a. Prior to assessment of the Administrative Fee, the City shall provide written notice of noncompliance and allow thirty (30) days for corrective action.
6. Administrative Oversight.
 - a. The City Manager and Building Official are authorized to administer, track, and enforce compliance with this section, including conducting reasonable inspections during the maintenance period.



Section 6. Enforcement.

Any Administrative Fee assessed under this ordinance may be billed through the property’s municipal utility account or collected through other lawful civil means.

Section 7. Severability.

If any section, subsection, clause, or phrase of this ordinance is held invalid, such decision shall not affect the validity of the remaining portions.

Section 8. Effective Date.

This ordinance shall become effective upon adoption and posting as required by law.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2026.

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/ City Recorder

VOTE

- Chad Moses _____
- Charlie Taylor _____
- Kellen Nielson _____
- Chris Ewald _____
- Jesse Grover _____



On the ____ day of _____, 2026 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Pratt Redd, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____



ORDINANCE 2026-2

AN ORDINANCE AMENDING THE BLANDING CITY FEE SCHEDULE FOR FISCAL YEAR 2026

WHEREAS,

The Blanding City Council has authority pursuant to Utah Code § 10-3-717 and other applicable provisions of law to establish and amend fees for municipal services, permits, licenses, and administrative costs; and

WHEREAS, the City previously adopted the Fiscal Year 2026 Fee Schedule pursuant to Ordinance 2025-15; and

WHEREAS, the City Council has determined that certain updates and clarifications are necessary to accurately reflect the cost of providing municipal services and to improve administrative efficiency; and

WHEREAS, the proposed amendments include the addition of Public Works equipment rental fees, Public Works hourly service rates, the establishment of a curb cutting rate, clarification of demolition permit costs, and the removal of the Utility Account Transfer Fee; and

WHEREAS, the City Council finds that these amendments are fair, reasonable, and appropriate for the services provided, and in the best interest of the health, safety, and welfare of the residents of Blanding City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blanding City, Utah, as follows:

SECTION 1. AMENDMENT TO FEE SCHEDULE

The Blanding City Fee Schedule for Fiscal Year 2026 is hereby amended as follows:

A. Public Works Equipment Rental Fees

A new section entitled “Public Works Equipment Rental Fees” is added to the Fee Schedule.



Such fees shall apply when City-owned equipment is rented or utilized for private work, special projects, damage repair, or other non-routine services as determined by the Public Works Director or City Manager. (\$115 per hour / \$1150 per day)

B. Public Works Hourly Rates

A new section entitled "Public Works Hourly Service Rates" is added to the Fee Schedule. Hourly rates shall include personnel costs, administrative overhead, fuel, and operational expenses and shall be applied when City personnel are required to perform work beyond standard municipal services, including but not limited to special events, property repairs, corrective work, or contract services.
(\$50 per hour / \$500 per day)

C. Curb Cutting Fee

A Curb Cutting Fee is hereby established and added to the Fee Schedule. The fee shall apply to any cutting, removal, or modification of curb, gutter, or sidewalk within the public right-of-way and shall include inspection and restoration oversight. All work shall comply with City standards and may require bonding or restoration guarantees as determined by the Public Works Director. (\$150)

D. Demolition Permit Clarification

In addition to the base permit fee, the applicant shall be responsible for the actual cost and time required to disconnect any utilities serving the property, including water, sewer, electric, natural gas, or other municipal services.

Such costs shall be billed at the applicable Blanding City Public Works rates or, where applicable, the current rates charged by Rocky Mountain Power or other utility providers.

All disconnection costs shall be paid prior to final demolition approval or release of the permit, unless otherwise approved by the City Manager.



E. Removal of Utility Account Transfer Fee

The Utility Account Transfer Fee currently listed under Administrative Fees is hereby removed in its entirety from the Fee Schedule effective upon adoption of this Ordinance.

SECTION 2. INCORPORATION

All other provisions of the Fiscal Year 2026 Fee Schedule not expressly amended herein shall remain in full force and effect.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective upon adoption and posting as required by law.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2026.

Trevor Olsen, Mayor

ATTEST:

Pratt Redd, City Manager/ City Recorder

VOTE

- Chad Moses _____
- Charlie Taylor _____
- Kellen Nielson _____
- Chris Ewald _____
- Jesse Grover _____





On the _____ day of _____, 2026 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Pratt Redd, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____