



CITY COUNCIL MEETING AGENDA

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

April 9, 2024 at 6-7:00pm - Work Session
April 9, 2024 at 7pm - City Council Meeting
50 West 100 South Street,
Blanding Utah 84511
Meetings live streamed when available at:
<https://meet.google.com/yfmf-jwqo-rjs>

Notice is hereby given that the City Council of Blanding, Utah will hold a Work Session Meeting on April 9, 2024 from 6-7:00 pm followed by a Regular Council Meeting on April 9, 2024 at 7:00 pm at the City Office, located at 50 W. 100 S. Street.

Work Session

1. Budget Requests from Council
 - a. AirMedCare
2. Fee Schedule

Pg. 3

POLICY MEETING

- I. Call to Order
- II. Roll Call
- III. Prayer or Thought
Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought
- IV. Pledge of Allegiance
- V. Approval: Consent Agenda and Minutes from March 26, 2024 Regular Session
- VI. 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 Pg. 15
4. Patrick Parsons Pg. 28
 - a. Water Report
5. Bret Hosler Pg. 31
 - a. Building Report
6. Chief JJ Bradford



- a. Police Report Pg. 33
- 7. Trent Herring
- a. Court Report Pg. 35

Business Items

- 1. Move or Cancel the City Council Meeting on April 23, 2024 due to conflict with the BENM open house in Blanding.
- 2. Resolution - 04-09-2024-1 - Event Sponsorship Policy Pg. 37
- 3. Resolution - 04-09-2024-2 - Award of the Shade Structure Bid Pg. 41
- 4. Resolution - 04-09-2024-3 - Solar Program Policies Pg. 56
- 5. Resolution - 04-09-2024-4 - Blanding 2023-City Streets CO 2 Storm Drain Pg. 80
- 6. Resolution - 04-09-2024-5 - Privacy Policy Statement Pg. 84
- 7. Resolution - 04-09-2024-6 - Tax Certificate and Agreement for UAMPS' Firm Power Supply Project Pg. 88

Advice & Consent

- 1. Public Health Blanding Representative, Steve Hiatt - Logan Monson

Discussion Items

- 1. Bears Ears Comment Writing Training Dates
 - a. Apr 24, 2024 12:00-1:00 PM & 5:00-6:00 PM
 - b. May 15, 2024 12:00-1:00 PM & 5:00-6:00 PM
 - c. Jun 5, 2024 12:00-1:00 PM & 5:00-6:00 PM
- 2. Airport Construction Grant - Trent Herring Pg. 95

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.



BLANDING CITY FEE SCHEDULE

Administration Fees

Billing Application & Deposit Fee (Deposit waived based on home ownership)	\$25 + \$300 15
Paper Statement Fee	\$1.50
Utility Account Transfer Fee	\$25.00
Late Fee	\$15
Returned Payment Check Fee	\$25 15
Disconnect Fee (Delinquent Accounts) 1st	\$75 25
Disconnect Fee 2nd	\$50
Disconnect Fee 3rd	\$75
Disconnect Fee 4th	\$100
Meter/Service - Disconnect/Reconnect Fee (Customer Request)	\$50 25
Meter Tampering Fee	\$100

Building Department Fees

Home Inspection Fee	\$45
Trailer Setup General Inspection Fee (Roof, hot water heater, trailer setup, etc...)	\$50 45
Plan Review Fee - Residential	\$75
Plan Review Fee - Commercial	\$150
Demolition Fee	\$50 15
Building Permit Fees (Based on evaluation)	
\$1-\$500	\$23.50
\$501-\$2,000	\$23.50 + \$3.05 per \$100
\$2,001-\$25,000	\$69.25 + \$14.00 per \$1,000
\$25,001-\$50,000	\$391.75 + \$10.10 per \$1,000
\$50,001-\$100,000	\$643.75 + 7.00 per \$1,000
\$100,001-\$500,000	\$993.75 + \$5.60 per \$1,000
\$500,001-\$1,000,000	\$3,233.75 + \$4.75 per \$1,000
\$1,000,001 and up	\$5,608.75 + \$3.65 per \$1,000
Permit Fee Cancellation - Within 3 Months	50% Fee Refund

Permit Fee Cancellation - After 3 Months	No Refund
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Business Licensing

New License Fee (Annual)	\$25
Renewal License Fee	\$15
Late Fee	\$10

Police Department Fees

Dog Licensing Fee —spayed/neutered	\$10 12
Dog Licensing Fee — non-spayed/non-neutered	\$24
Replacement Tag	\$5
Impound Fee	\$50
—1st Offense	\$25
—2nd Offense	\$50
—3rd Offense	\$100
Storage Fee — per day starting on day 6	\$10
Adoption Fee	\$20
Relinquishment Fee – per individual animal	\$5 0 20
Relinquishment Fee – per litter	\$10 0 40
Fingerprinting Fees	\$20 15

Special Events

Vendor - Non-Food & Information	\$25
Vendor - Food	\$50
Vendor - Food w/Power	\$75
Police Service (May be required)	\$80/hour
Public Works Service (May be required)	\$35/hour
Parks Service (May be required)	\$35/hour

Public Works Department Fees

Street Cut Permit Application	\$30
Street Cut Repair by City Crews	Per Square Foot

Records Request/GRAMA Fees

Copy of a Public Record (Black & White)	.20 per page
Copy of Public Record (Color)	.50 per page
CD/DVD Copies & 911 Recordings	\$15 per CD/DVD
Printed Photos in Color	\$2.00 per page

State Accident Reports	\$5.00 per page or establish by law
Certified Copies	\$5.00 per page or establish by law
Staff Time – after first 15 minutes – in increments of 15 minutes	\$25.00 per hour

Water Inside City Limits

Grid Access Fee up to 1"	\$22.00/month
Grid Access Fee 1.5"	\$28.00/month
Grid Access Fee 2"	\$44.00/month
Grid Access Fee 2" and over	TBD
Water Connection Fee	\$500
Water Impact Fee ¾" (ERU Capacity 1)	\$1,100
Water Impact Fee 1" (ERU Capacity 1.67)	\$1,837
Water Impact fee 1 1/2" (ERU Capacity 3.33)	\$3,663
Water Impact fee 2" (ERU Capacity 5.33)	\$5,863

Water Outside City Limits (If Approved)

Grid Access Fee up to 1"	\$44.00/month
Grid Access Fee 1.5"	\$56.00/month
Grid Access Fee 2"	\$88.00/month
Grid Access Fee 2" and over	TBD
Water Connection Fee	\$1,000 \$500
Water Impact Fee ¾" (ERU Capacity 1)	\$3,000
Water Impact Fee 1" (ERU Capacity 1.67)	\$5,010
Water Impact fee 1 1/2" (ERU Capacity 3.33)	\$9,990
Water Impact fee 2" (ERU Capacity 5.33)	\$15,990

Sewer/Wastewater Inside City Limits

Grid Access Fee - Residential	\$27.50/month
Grid Access Fee - Commercial (First 8,000 gallons of water included, then cost per each additional 1,000 gallons of water)	\$27.50 + \$3.814/month
Sewer Connection Fee - Residential Single Family	\$250
Sewer Connection Fee Residential Multi Family	\$250 + \$50/unit
Sewer Connection Fee Commercial	\$250 + \$50/26 fixtures or /bathroom or /hotel room
Sewer Impact Fee - Based on ¾" water service (ERU Capacity 1)	\$500
Sewer Impact Fee - Based on 1" water service (ERU Capacity 1.67)	\$1,670
Sewer Impact Fee - Based on 1 ½" water service (ERU Capacity 3.33)	\$3,330
Sewer Impact Fee - Based on 2" water service (ERU Capacity 5.33)	\$5,330

Sewer/Wastewater Outside City Limits

Grid Access Fee - Residential	\$55.00/month
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Grid Access Fee - Commercial (First 8,000 gallons of water included, then cost per each additional 1,000 gallons of water)	\$55.00 + \$7.628/month
Sewer Connection Fee - Residential Single Family	\$500
Sewer Connection Fee Residential Multi Family	\$500 + \$100/unit
Sewer Connection Fee Commercial	\$500 + \$100/26 fixtures or /bathroom or /hotel room
Sewer Impact Fee - Based on ¾" water service (ERU Capacity 1)	\$1,000
Sewer Impact Fee - Based on 1" water service (ERU Capacity 1.67)	\$3,340
Sewer Impact Fee - Based on 1 ½" water service (ERU Capacity 3.33)	\$6,660
Sewer Impact Fee - Based on 2" water service (ERU Capacity 5.33)	\$10,660

Electric

Grid Access Fee - Residential	\$11.00/month
Grid Access Fee - Residential Over 200 Amp Service	\$18.68/month
Grid Access Fee - Small Commercial 1 phase	\$20.00/month
Grid Access Fee - Large Commercial 3 phase	\$32.00/month
Electric Connection Fee - Residential & Small Commercial	\$750/meter
Electric Connection Fee - Large Commercial	\$1500/meter
Electric Impact Fees	Currently No Impact Fees

Natural Gas

Monthly Base Rate (System Access Fee)	\$12.00
Natural Gas Connection Fee - All Connections but Trailer Parks	\$325/meter
Natural Gas Connection Fee - Trailer Parks Spaces w/ Existing Riser	\$50/meter
Natural Gas Construction Fee	\$800
Natural Gas - Large Project	Actual Cost
Natural Gas Impact Fees	Currently No Impact Fees

Garbage

Residential 1 Toter	\$23.75
Residential Extra Toter	\$16.25

Storm Water

Residential	\$4.00
Commercial (ERU = 3,000 sq ft of Impervious Surface Area)	ERU * \$4.00

Taxes - Electric & Natural Gas Only

Residential	3.90%
Commercial	6.75%
Out of City Limits (Residential & Commercial)	3.50%



CITY COUNCIL MINUTES

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

March 26, 2024 at 7:00pm
50 West 100 South Street,
Blanding Utah 84511

Meetings live streamed when available at:
<https://meet.google.com/ymf-jwqo-rjs>

POLICY MEETING

- I. Call to Order
- II. Roll Call
- III. A Prayer was offered by Council member Bowers
- IV. The Pledge of Allegiance was recited by all in attendance.
- V. Approval: Consent Agenda and Minutes from March 12, 2024 Regular Session
Councilmember Grover made a motion to approve the consent agenda and minutes from March 12, 2024. Councilmember Nielson seconded the motion. Mayor Monson 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 Bowers

Those voting nay: None

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

- VI. Declaration of Conflicts of Interest - None

Public Input - Lloyd Nielson, representing Sunrise Outfitters, spoke about an event that is coming up on April 19th. They have proposed the city for help with funding. Lloyd stated that they don't make money on this event. They just want people to come into the community, boost the economy, see the country, etc. They are expecting to have 70-80 ATV machines show up and 130-180 people. They did the same thing last year and had a great turn out. They provided a catered meal at the end for everyone. They filled up the hotels, people spent money on gas, food, etc. This year, they will have about 8 guides and use about 7 or 8 trails, they have everything squared away and approved by the BLM.

Reports



1. Mayor

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2. City Council

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3. Finance Report - James Francom

- Mr. Francom stated that he has attached the check register. He said the only thing that isn't normal is the \$300,000 transfer that is showing up there. It is the transfer from the Wells Fargo account that they are closing to the Zion's account.
- Council member Grover asked about the amount that was paid to Empire Electric for 2 meters. Mr. Herring said that one of the meters is a natural gas odorizer out by Monticello. They weren't sure where the location of the west meter was.
- Council member Bowers asked if he was keeping an eye on our legal services budget and asked if we were staying within budget. Mr. Francom stated that no, we are not. The majority of it is for prosecution. Council member Grover asked if we are paying him to travel. Mr. Herring stated that he doesn't believe he travels down here very often. The only time he travels down here is when we need a bench trial. Otherwise, it's mostly done on zoom. Mr. Herring stated that he has worked with Mr. Yellowhorse on a few things, he is part of a big law firm, but he has been very responsive to him and he's happy with him. They discussed the budget for him, where it started and where it's at.
- Council member Grover asked about the boat ramp. Mr. Herring stated that it was on the agenda about 2 meetings ago. It's with Jones and DeMille, it's pass-through money. It's an ongoing project.
- Council member Nielson asked about the city street design. Mr. Francom said that that is the big project that Terri brought up before he left.

4. Economic Development - Ben Muhelstein

- Mr. Muhelstein stated there isn't much to report since last time. He said that there have been a few businesses that have come in just since he's written his report. Rocky Mountain Home Health has new orders. There is a new, fun business in the works, Dirty Pop. It will be next to Hannah and Tyler Bailey's property by the visitor center.
- Mr. Muhelstein stated that the quarterly newsletter went live on March 13th. It was spread out on social media. The 4th of July committee met and set a theme for this year. It will be, "American Dreams." The marathon has been advertised and there have been some registrations. Mr. Muhelstein is making more of an effort to make more regular social media posts to keep people more connected and informed with events and what's happening in the city. They have seen a good response with that.
- Mr. Muhelstein stated that they sent out the Utah wellbeing survey. It's a survey that is done occasionally and it provides valuable data for the city.
- Mr. Muhelstein also wanted to report on the special event sponsorship. He said that it was something that was created and then has sat by the wayside. He would like to resurrect it and use it. The purpose of the policy is to bring beneficial events to Blanding City with the idea that the city can put some initial sponsorship



into it and then the events hopefully become self-sustaining. Mr. Muhlestein is proposing a few changes to this policy, one being that sponsorships less than \$1000 can be evaluated by city staff, especially those that are approved year after year. He is also proposing that he be given a budget of \$4-5000.

- Council expressed their desire to hear about and approve of small sponsorships. They believe that it's a good opportunity for people, youth, students to come in and talk to the council and know that people that they voted for are on their side. Mr. Muhlestein asked if they would be ok with smaller sponsorships being approved by staff. Council member Bowers said she thought that we already had money budgeted in for that type of thing, like \$7-8000. She then stated that maybe it was in the discretionary funds.
- Council member Grover asked some clarifying questions about the time frame when a sponsorship can be asked for. Right now the policy says that it is in the months of February and March. Council agreed that the time frame should be changed. They also discussed the non-profit item on the list. Mr. Muhlestein stated that the purpose of the policy is to help establish events, not become a long term funding for events. It was stated that a for profit and a non profit event can be accepted or denied for funding, just the same.
- Mr. Muhlestein said that Josh Nielson, with sunrise outfitters, sent him a detailed budget in January, and they are eating a lot of the cost in an effort to bring this event to the community. They have guide fees and permit fees. They feel like the total cost will be around \$8,640 and they are asking the city to pay for about half of that and they will cover the other half. They estimate that the event will bring in about \$30,000 in revenue from sales tax for the community.
- There was a brief discussion about the permits. Mr. Muhlestein explained that for the permits, there is a base fee and then you pay per use.
- Mr. Nielsen said that they aren't charging the participants a fee. They pay their guides \$200/day. They have 8 guides that will be working for 2 days each.
- They spoke about the future of this event and what the vision for it is. Mr. Nielson and his son, Josh, both said that they want to continue it as long as possible. Josh stated that they hope to be a profitable company. Josh stated that Green River hosted an event like this last week and the city hosted the event. Mr. Muhlestein spoke about UTV Utah and their business model.
- There was a discussion about the need to bring people in, the need to bring in some tourist dollars and how it is good of Sunrise to take on the responsibility of this event to do just that. The council agrees that they want to help out, but the amount requested feels a little high, but at the same time, the discretionary funds haven't been used in years, except for the easter egg hunt.
- Mayor Pro Tem Bowers requested that the city help support the event and give \$3,200. Council member Taylor said he was feeling more like \$2,000.
- Council member Grover made a motion to support the event and donate \$3,200 to Sunrise Outfitters for the San Juan Showcase. Council member Taylor seconded the motion. The motion passed unanimously.
- There was further discussion about putting Blanding in the name of the event. Mr. Muhlestein spoke about the policy that is in place and the application process for a request like this. It was asked if the event follows ADA regulations. Mr. Nielsen



stated that yes, they follow ADA regulations.

5. Parks and Recreation - David Palmer

- Mr. Palmer wanted to add something that didn't make it into his report, they had yet another successful volleyball tournament. They hosted over 50 teams.
- Councilmember Bowers asked about the shade structures. And confirmed that we got a grant for them. Mr. Palmer said that we did get the grant and it's open to bid until noon tomorrow.
- Mr. Palmer stated that he is getting the pool ready to go. He has to renew his license for the pool next week. They come due every 5 years.
- Council member Nielson asked if they have a pool manager yet. Mr. Palmer stated that the same one as last year will be back this year, at least until they get guards trained and the season going, then they will look for a new one.
- Council member Bowers asked if they are still hiring guards that are 15 going on 16. Mr. Palmer stated that yes, they are.
- Council member Nielson stated that he needs to get together with Mr. Palmer and talk about the swallow's nest. He said that Nancy Kimmerle wants a quote on how much the french drain will cost.

Business Items

1. Resolution - 03-26-2024-1 - Blanding City Account Collections Policy

- Mr. Herring stated that the only thing he added was in the disconnection of services, Blanding City will give a courtesy notice that is delivered to each address notifying the customers of the disconnection date. It is a bright yellow door hanger that is hand delivered. And that is in addition to the notice on the bill, it states that there is the possibility of disconnection for non payment.

Councilmember Nielson made a motion to approve Resolution 03-26-2024-1 Adoption of the Blanding City Account Collections Policy. Councilmember Bowers seconded the motion. Mayor Monson repeated the motion. He asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye:

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

Those voting nay:

None

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

- After the vote, Council member Bowers thanked Mr. Herring and the staff for working on getting the policies updated and current in a simple manner. Mr. Herring showed the council where and how the policies are updated and put in one place for easy access.
- The council also had a brief discussion about dollar general and about zoning and the location. It is going in a residential area but is zoned for commercial use. It was stated



that a management position has been advertised, but they haven't started construction on it yet.

Discussion Items

1. City Council Member Voting on Planning Commission Board - Trent Herring

- There was a discussion on having the council member that is over the planning commission having a vote if needed. There was a question if it follows regulations and by-laws. Mr. Herring stated that that is something that will have to be looked into. He also stated that he knows of other boards that have done something similar. Council member Bowers stated that she thinks it's a good idea. It was agreed that it will be looked into and see if it is something that is allowed.

2. Net Zero Solar Program WC-3 - Patrick Parsons

- Mr. Parsons stated that they have been going over their solar net metering program, and bottom line is, it's a mess. He has been wanting to revamp it since he's been in this position. He stated that it is a lot of look over, about 40 pages. He stated that it is strictly in the review process right now.
- They are working with a Consulting engineering firm, West Coast Code Consultants (WC3), they specialize in complete plan reviews, code enforcement especially when it pertains to solar. Mr. Parsons stated that other municipalities have had great success with them. He said that when you get into solar it can be very complex and confusing, so he wanted to lay out some clear and concise information. WC3 has some documents that do just that. WC3 will work with you to completion and you know exactly what you are in for. Mr. Parsons stated that there are some solar customers that did not fully understand what they were getting themselves into. Some solar companies tell customers that you can zero out your power bill, which is not true in most cases.
- Mr. Parsons wants the council to review the information that he provided and they can further discuss it at the next council meeting.
- They briefly discussed the issue of some houses having solar but when the sun doesn't shine, then they draw from the power grid. And being the owner of a power company, you have to provide so much power at any given moment. Mr. Parsons stated that there is currently one commercial business that is solar and about a dozen residential homes. Council member Bowers stated that when Clark's went solar, they asked that we increase our pay back rate. Council opted not to increase it at that time. Mr. Parsons said that the vast majority of power companies credit at 4 cents per kilowatt hour. Blanding credit 5.7 cents per kilowatt hour. So we are actually higher than most.
- Council member Bowers stated that she has had people approach her and are frustrated with their power bill and they blame the city for it. Mr. Parsons wants people to be well informed about what they are getting into with going solar so that that exact situation doesn't happen. Mr. Herring stated that when people go solar, we want it to meet the guidelines that Blanding City wants. Such as, two meters, one to show how much the solar is actually feeding back into our system, and one to show when they draw from our utility system. With one meter, it's hard to differentiate between those two things. Mr. Parsons stated that some solar



customers have apps that tell them the power they are generating but then the power bill comes and tells them something different and it just goes back to not being well informed by the solar company from the beginning. Mr. Parsons spoke about a production meter and the purpose it serves.

3. Utility Infrastructure Charges - Trent Herring

- Mr. Herring stated that we have talked about this a bit already. He stated that everyday they have people come in with complaints and problems with base rates, we are changing the name of base rates to a grid access fee. The problem seems to be mainly with renters. What he wants to look into doing is change the utility infrastructure charges to the landowner instead of the renter.
- Councilmember Bowers asked if it's an apartment building, does the landowner have to pay the utilities. Mr Herring stated no, they just pay the grid access fee which they can pass on to the renter if they want. Mr Herring said that the rate for sewer, water, and power gas is \$72.50. Mr. Francom clarified that it varies for each customer depending on what services they have. Mr. Herring believes the infrastructure cost should go to the landowner, because they are ones that own the infrastructure.
- They discussed how it works with a multiple unit housing and the meters and the costs and if a rental sits empty for a time, the hook up fee and possible fixes that may be needed. Mr. Herring stated that Kigalia has one single water meter, so it's up to them how they bill their renters. And that's what they want to do with other multi unit properties. Such as trailer parks. Council member Bowers is concerned that it is already a hard environment for housing and renting and this is going to increase costs for renters. Mr. Herring stated that it will happen over time so that landlords have plenty of time to make the adjustments with their renters. They discussed that it's not the city's responsibility to manage rentals and inform landlords when utilities are turned off.
- Mayor Monson stated that we would work on that and bring it back to council at a later date.

4. Wellness Center Sprinkler & Bathroom Project - Trent Herring & David Palmer

- Mr. Palmer stated that they are finished with the bathroom remodel. And it is done right. The replacement of pipes in the pool room is being worked on currently.

5. Pickleball Courts - Trent Herring

- Mr Herring stated that we can't close out the CDBG grant until the pickleball courts are fully completed. So if we were to extend the fences ourselves, we can't close it out till that is done, or if we did it through the grant and their contractor, it would cost \$25,000. We could paint the courts and get them done and close out the grant and then go in and extend the fences ourselves. The cost difference is \$25,000 compared to \$8,000. Jones and DeMille offered to take out the old fence at no cost. And Mr. Palmer and his crew would install the new fence.
- Council wants to inform the community of what is happening. Mr. Herring stated that he will personally reach out to any persons who have had concerns about the courts and let them know what is happening. Council also wants it to happen quickly. Mr. Herring stated that if council gives consent to get the fencing ordered, then that will help with getting it done quicker. They agreed to get it done under



the grant and close it out then fix the fence. They talked about having a grand opening and or tournament of some sort.

6. Dog Pound - Trent Herring

- Mayor Monson stated that there are lots of complaints and problems with dogs and animals. And he felt like it was time to discuss it. He feels like if we have rules and ordinances in place then we need to follow them.
- Mr. Herring said that there is a dog licensing fee and a renewal fee every year. Dogs that are spayed or neutered are \$12, dogs that are not are \$24. Mr Herring would like to see a one-time low-cost for licensing. Currently there are 6 dogs that are licensed in the city. He hopes that a one time fee will help with getting dogs back to owners and not have so many go to the pound.
- Mayor Monson spoke about giving vouchers for a spay and neuter clinic. They talked about vaccines and the cost and the lack of a veterinarian. They talked about in the past having an animal control person. And now it falls on the officers shoulders. They discussed the extra pay that one officer would get to be the one in charge of animal control. Mr. Herring stated that that is not the case anymore.
- Council member Bowers likes the idea of a dog being licensed that it gives the owner peace of mind that it will be returned to you. They talked about the little tags that are given out when licensed. They talked about being able to do it online.

7. Bears Ears National Monument - Logan Monson

- The management plan came out and is open for public comment until June 11, 2024. The BLM has scheduled some open houses. The dates for those are on their website.
- Mayor Monson wanted to discuss this in our open public meeting to get the attention of our community and not to tell them what to think but to give them information on what is happening. He wants to give the community some education on how to submit comments and let them know what parts of the plan will affect them and the community of Blanding.
- Kendall Laws was present and stated that he was at a meeting last week and the BLM made a comment, they said that at the initial comment period with Bears Ears, they received 250,000 comments. When GSC went through their final comment period they got 7. Mr. Laws stated that there is a big population that feels like their comments don't matter and won't make a difference, and he says that it absolutely won't make a difference if you don't write a letter or make a comment. The BLM has a sheet that has recommendations on how to make a useful comment. He stated that "form letters," no matter how many there are, they are only counted as one. Letters can be relatively short but still have an impact if written appropriately. Mr. Laws said that when speaking with the Mayor they discussed possibly having a workshop of sorts to educate the community on how to make impactful comments. Mr. Laws says that the plans are coming across the media as "fair" and "really good." But those who are publishing such things haven't really read the plan. Mr. Laws stated it is not good.
- Mayor Monson stated that they have put out plan A, B, C, D and E. He feels like we need to be wise and educated on how we are looking at these plans. He wants to set up a date where the community can get together and discuss and get



proper information. They discussed some different dates and how to make it happen. April 24th 12-1 and 5-6pm, May 15th 12-1 and 5-6pm, June 5th 12-1 and 5-6pm in the city office, it will be a training on how to submit a comment that is effective.

- Mr. Laws stated that if the city puts these dates and times out for the community, it should be said that these times are not for people to come and be educated on the plans, 1 hour isn't enough time for that. He stated that there are opportunities for that, there are 2 virtual meetings, 1 in person meeting in Blanding and 1 in person meeting in Monument Valley.
- It was discussed that all of these things need to be advertised and pushed out on social media and make sure that it's clear what the purpose of each meeting is for.

Closed Session

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

Those voting aye:	Councilmember Taylor Councilmember Grover Councilmember Nielson Councilmember Ewald Councilmember Bowers
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Those voting nay:	None
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Constituting all members thereof, Mayor Monson declared the motion carried.

Adjournment

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

Those voting aye:	Councilmember Taylor Councilmember Grover Councilmember Nielson Councilmember Ewald Councilmember Bowers
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Those voting nay:	None
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Constituting all members thereof, Mayor Monson declared the motion carried.

Meeting adjourned at 9:30pm.

City of Blanding
Operational Budget Report
10 10 General Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Change In Net Position				
Revenue:				
Taxes				
3110 PROPERTY TAXES	278,859.77	294,613.81	278,860.00	105.65%
3120 SALES TAX	1,042,036.92	716,681.88	1,000,000.00	71.67%
3125 ROOM TAX	39,845.40	34,740.09	42,914.00	80.95%
3150 FRANCHISE FEES - WASTE MAN/EMERY TEL	23,718.02	17,242.58	21,000.00	82.11%
Total Taxes	1,384,460.11	1,063,278.36	1,342,774.00	79.19%
Licenses and permits				
3210 BUSINESS LICENSES	4,170.00	2,090.00	5,115.00	40.86%
3230 BUILDING PERMITS/INSPECTIONS	37,430.82	30,789.05	17,000.00	181.11%
3240 ANIMAL LICENSES & FEES	540.00	240.00	1,200.00	20.00%
Total Licenses and permits	42,140.82	33,119.05	23,315.00	142.05%
Intergovernmental revenue				
3310.010 STATE GRANTS -Admin	20,246.50	0.00	5,000.00	0.00%
3310.052 STATE GRANTS Police	0.00	0.00	134,500.00	0.00%
3310.053 STATE GRANTS Fire	0.00	540.00	0.00	0.00%
3310.080 STATE GRANTS Visitor Services	0.00	9,130.00	0.00	0.00%
3315 STATE GRANTS - CLASS C ROADS	279,265.33	351,805.26	430,000.00	81.82%
3318 STATE LIQUOR ALLOTMENT	11,636.97	5,722.59	8,000.00	71.53%
3320.046 FEDERAL GRANTS Airport	9,000.00	0.00	0.00	0.00%
3320.053 FEDERAL GRANTS Fire	0.00	0.00	60,000.00	0.00%
3330.046 COUNTY/LOCAL GRANT Airport	0.00	0.00	6,000.00	0.00%
3330.050 COUNTY/LOCAL GRANT Visitor Center	0.00	38,511.56	42,240.00	91.17%
3330.052 COUNTY/LOCAL GRANTS Police	0.00	40,000.00	0.00	0.00%
3330.053 COUNTY/LOCAL GRANTS Fire	0.00	1,434.00	0.00	0.00%
3330.065 COUNTY/LOCAL GRANT Parks & rec	0.00	0.00	27,000.00	0.00%
3340.065 OTHER GRANTS Parks & Rec	100,000.00	0.00	0.00	0.00%
Total Intergovernmental revenue	420,148.80	447,143.41	712,740.00	62.74%
Charges for services				
3430 AIRPORT REVENUE	39,027.38	33,261.05	23,212.00	143.29%
3450 CREDIT CARD FEES	0.00	818.42	0.00	0.00%
Total Charges for services	39,027.38	34,079.47	23,212.00	146.82%
Fines and forfeitures				
3510 JUSTICE COURT REVENUE	138,008.83	72,394.12	200,000.00	36.20%
3511 JUSTICE COURT TRUST (USE 10-2170)	0.00	4,327.36	0.00	0.00%
Total Fines and forfeitures	138,008.83	76,721.48	200,000.00	38.36%
Interest				
3610 INTEREST INCOME	425,405.90	440,108.60	200,000.00	220.05%
Total Interest	425,405.90	440,108.60	200,000.00	220.05%
Miscellaneous revenue				
3620 SALES/PROPERTY - SUPPLIES	1,393.94	0.00	15,800.00	0.00%
3650 VISITORS CENTER REVENUE	13,815.08	10,585.16	13,300.00	79.59%
3671 BASEBALL REVENUE	7,350.00	380.00	6,500.00	5.85%
3671.5 SOFTBALL REVENUE	(3,310.00)	0.00	6,500.00	0.00%
3672 SOCCER REVENUE	5,635.00	3,645.00	5,000.00	72.90%
3673 FOOTBALL REVENUE	3,460.00	3,645.00	3,000.00	121.50%
3674 VOLLEYBALL REVENUE	2,435.00	4,385.00	2,500.00	175.40%
3675 BASKETBALL REVENUE	3,210.00	3,385.00	3,000.00	112.83%
3676 MISC REC REVENUE	1,485.00	2,228.17	0.00	0.00%
3677 TOURNAMENT INCOME	0.00	0.00	2,000.00	0.00%
3678 WELLNESS CENTER REVENUE	217,350.26	123,136.19	200,000.00	61.57%
3678.5 WELLNESS CENTER VENDING REVENUE	0.00	262.73	0.00	0.00%
3679 EVENT REVENUES	0.00	17,979.76	31,000.00	58.00%
3690 SUNDRY REVENUES	152,257.44	28,262.99	80,000.00	35.33%
Total Miscellaneous revenue	405,081.72	197,895.00	368,600.00	53.69%
Contributions and transfers				
3900 FUND BALANCE APPROPRIATED	0.00	0.00	6,000.00	0.00%
3910 TRANSFER FROM E/W	160,500.00	107,000.00	160,500.00	66.67%
Total Contributions and transfers	160,500.00	107,000.00	166,500.00	64.26%
Total Revenue:	3,014,773.56	2,399,345.37	3,037,141.00	79.00%
Expenditures:				

City of Blanding
Operational Budget Report
10 10 General Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
General government				
Council				
41110 Council SALARIES AND WAGES	5,862.42	7,269.49	6,240.00	116.50%
41130 Council EMPLOYEE BENEFITS	556.50	690.25	488.00	141.44%
41210 Council SUBSCRIPTIONS/MEMBERSHIPS	0.00	1,970.34	0.00	0.00%
41220 Council PUBLIC NOTICES	0.00	496.30	0.00	0.00%
41230 Council TRAVEL	1,532.70	1,165.93	3,000.00	38.86%
41240 Council OFFICE EXPENSE & SUPPLIES	1,963.45	0.00	1,660.00	0.00%
41250 Council EQUIPMENT - SUPPLIES & MAINT	1,925.81	160.40	0.00	0.00%
41480 Council OTHER SPECIAL DEPART SUPPLIES	2,726.84	4,725.62	9,750.00	48.47%
41510 Council INSURANCE	500.00	500.00	500.00	100.00%
Total Council	15,067.72	16,978.33	21,638.00	78.47%
Court				
42110 Court SALARIES AND WAGES	77,842.42	58,408.61	74,915.00	77.97%
42130 Court EMPLOYEE BENEFITS	17,224.83	11,181.48	13,116.00	85.25%
42230 Court TRAVEL	3,157.25	949.90	2,700.00	35.18%
42240 Court OFFICE EXPENSE & SUPPLIES	9.59	1,579.96	1,080.00	146.29%
42250 Court EQUIPMENT - SUPPLIES & MAINT	543.02	3,297.83	500.00	659.57%
42310 Court PROFESSIONAL/TECHNICAL	39,697.50	19,140.00	44,400.00	43.11%
42510 Court INSURANCE	500.00	500.00	500.00	100.00%
42740 Court CAPITAL OUTLAY	4,733.55	0.00	0.00	0.00%
Total Court	143,708.16	95,057.78	137,211.00	69.28%
Public Defender				
43310 Public Defender PROFESSIONAL/TECHNICAL	0.00	12,800.00	0.00	0.00%
Total Public Defender	0.00	12,800.00	0.00	0.00%
Administrative				
44110 Admin SALARIES AND WAGES	42,234.36	38,894.62	40,060.00	97.09%
44130 Admin EMPLOYEE BENEFITS	18,241.93	17,112.10	22,974.00	74.48%
44150 Admin EMPLOYEE MORALE	0.00	325.00	0.00	0.00%
44210 Admin SUBSCRIPTIONS/MEMBERSHIPS	0.00	1,463.98	0.00	0.00%
44230 Admin TRAVEL/EDUCATION	1,712.15	1,799.72	2,000.00	89.99%
44240 Admin OFFICE EXPENSE & SUPPLIES	3,000.15	6,716.38	2,125.00	316.06%
44250 Admin EQUIPMENT - SUPPLIES & MAINT	2,051.58	462.22	2,680.00	17.25%
44260 Admin BUILDINGS - SUPPLIES & MAINT	408.95	1,912.83	1,600.00	119.55%
44280 Admin TELEPHONE	1,411.36	900.00	1,200.00	75.00%
44290 Admin TELEPHONE - CELL	0.00	140.00	960.00	14.58%
44310 Admin PROFESSIONAL/TECHNICAL	1,614.96	1,550.00	2,900.00	53.45%
44480 Admin OTHER SPECIAL DEPART SUPPLIES	1,488.68	1,249.19	6,600.00	18.93%
44481 Admin ELECTIONS	0.00	78.98	4,000.00	1.97%
44510 Admin INSURANCE	2,500.00	2,774.45	2,700.00	102.76%
44740 Admin CAPITAL OUTLAY	0.00	0.00	3,500.00	0.00%
Total Administrative	74,664.12	75,379.47	93,299.00	80.79%
Attorney				
45310 Attorney PROFESSIONAL/TECHNICAL	8,692.50	5,462.50	10,800.00	50.58%
Total Attorney	8,692.50	5,462.50	10,800.00	50.58%
Planning and zoning				
48110 P&Z SALARIES AND WAGES	56,440.54	40,228.01	50,014.00	80.43%
48130 P&Z EMPLOYEE BENEFITS	14,319.08	9,698.87	13,501.00	71.84%
48210 P&Z SUBSCRIPTIONS/MEMBERSHIPS	0.00	264.02	0.00	0.00%
48230 P&Z TRAVEL/EDUCATION	3,795.87	1,975.19	0.00	0.00%
48240 P&Z OFFICE EXPENSE & SUPPLIES	85.36	105.77	500.00	21.15%
48250 P&Z EQUIPMENT - SUPPLIES & MAINT	1,176.39	0.00	1,300.00	0.00%
48310 P&Z PROFESSIONAL/TECHNICAL	1,445.62	1,553.24	4,400.00	35.30%
48480 P&Z OTHER SPECIAL DEPART SUPPLIES	0.00	121.91	600.00	20.32%
Total Planning and zoning	77,262.86	53,947.01	70,315.00	76.72%
Total General government	319,395.36	259,625.09	333,263.00	77.90%
Public safety				
Police				
52110 Police SALARIES AND WAGES	381,228.33	342,984.78	453,291.00	75.67%
52130 Police EMPLOYEE BENEFITS	239,261.07	194,737.19	300,321.00	64.84%
52210 Police SUBSCRIPTIONS/MEMBERSHIPS	235.00	3,877.04	0.00	0.00%
52230 Police TRAVEL/EDUCATION	2,889.20	5,062.96	500.00	1,012.59%
52240 Police OFFICE EXPENSE & SUPPLIES	64.22	1,534.41	4,000.00	38.36%

City of Blanding
Operational Budget Report
10 10 General Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
52250 Police EQUIPMENT - SUPPLIES & MAINT	33,409.17	16,532.68	36,000.00	45.92%
52260 Police BUILDINGS - SUPPLIES & MAINT	43.88	0.00	4,320.00	0.00%
52270 Police UTILITIES	5,436.78	3,806.84	6,000.00	63.45%
52280 Police TELEPHONE	9,853.89	6,601.89	10,400.00	63.48%
52290 Police TELEPHONE - CELL	2,600.00	1,800.00	2,880.00	62.50%
52310 Police PROFESSIONAL/TECHNICAL	11,412.93	41,536.06	49,400.00	84.08%
52480 Police OTHER SPECIAL DEPART SUPPLIES	3,370.15	(703.56)	7,200.00	-9.77%
52482 Police GRANT EXPENSE	0.00	0.00	120,000.00	0.00%
52510 Police INSURANCE	3,500.00	3,500.00	3,500.00	100.00%
52740 Police CAPITAL OUTLAY	56,066.41	38,768.16	55,000.00	70.49%
Total Police	749,371.03	660,038.45	1,052,812.00	62.69%
Fire				
53110 Fire SALARIES AND WAGES	22,841.44	18,717.07	50,526.00	37.04%
53120 Fire VOLUNTEER FIRE	14,926.44	15,712.34	0.00	0.00%
53130 Fire EMPLOYEE BENEFITS	2,941.56	3,612.78	4,049.00	89.23%
53230 Fire TRAVEL/EDUCATION	262.55	2,161.43	1,000.00	216.14%
53240 Fire OFFICE EXPENSE & SUPPLIES	283.63	532.60	1,020.00	52.22%
53250 Fire EQUIPMENT - SUPPLIES & MAINT	15,632.16	5,057.83	14,950.00	33.83%
53260 Fire BUILDINGS - SUPPLIES & MAINT	0.00	450.00	0.00	0.00%
53270 Fire UTILITIES	6,726.53	5,486.87	6,500.00	84.41%
53280 Fire TELEPHONE	1,202.85	724.37	1,500.00	48.29%
53290 Fire TELEPHONE - CELL	480.00	360.00	480.00	75.00%
53310 Fire PROFESSIONAL/TECHNICAL	1,871.85	3,488.53	6,115.00	57.05%
53480 Fire OTHER SPECIAL DEPART SUPPLIES	724.21	12,106.11	17,500.00	69.18%
53482 Fire GRANT EXPENSE	0.00	0.00	60,000.00	0.00%
53510 Fire INSURANCE	500.00	500.00	500.00	100.00%
Total Fire	68,393.22	68,909.93	164,140.00	41.98%
Total Public safety	817,764.25	728,948.38	1,216,952.00	59.90%
Highways and public improvements				
Class C roads				
47740 Class C CAPITAL OUTLAY	2,075.81	0.00	0.00	0.00%
Total Class C roads	2,075.81	0.00	0.00	0.00%
Streets and shop				
60110 Streets SALARIES AND WAGES	40,838.19	26,166.66	33,433.00	78.27%
60130 Streets EMPLOYEE BENEFITS	16,156.34	12,846.42	18,666.00	68.82%
60230 Streets TRAVEL/EDUCATION	667.16	0.00	1,400.00	0.00%
60240 Streets OFFICE EXPENSE & SUPPLIES	16.99	155.43	390.00	39.85%
60250 Streets EQUIPMENT - SUPPLIES & MAINT	30,177.92	25,538.59	25,750.00	99.18%
60260 Streets BUILDINGS - SUPPLIES & MAINT	215.24	542.05	1,500.00	36.14%
60270 Streets UTILITIES	10,761.97	8,447.33	10,000.00	84.47%
60280 Streets TELEPHONE	0.00	140.00	0.00	0.00%
60310 Streets PROFESSIONAL/TECHNICAL	75.00	0.00	10,000.00	0.00%
60480 Streets OTHER SPECIAL DEPART SUPPLIES	2,662.50	4,000.00	8,650.00	46.24%
Total Streets and shop	101,571.31	77,836.48	109,789.00	70.90%
Airport				
46230 Airport TRAVEL/EDUCATION	1,701.76	1,327.72	2,000.00	66.39%
46240 Airport OFFICE EXPENSE & SUPPLIES	152.82	25.00	310.00	8.06%
46250 Airport EQUIPMENT - SUPPLIES & MAINT	1,373.05	1,564.27	7,200.00	21.73%
46260 Airport BUILDINGS - SUPPLIES & MAINT	1,062.99	721.20	3,000.00	24.04%
46270 Airport UTILITIES	3,679.63	2,254.50	4,000.00	56.36%
46310 Airport PROFESSIONAL/TECHNICAL	0.00	966.25	0.00	0.00%
46510 Airport INSURANCE	1,988.28	0.00	3,000.00	0.00%
Total Airport	9,958.53	6,858.94	19,510.00	35.16%
City Engineer				
61110 Engineer SALARIES AND WAGES	18,354.81	15,701.97	19,127.00	82.09%
61130 Engineer EMPLOYEE BENEFITS	4,893.91	5,257.87	5,163.00	101.84%
61230 Engineer TRAVEL/EDUCATION	497.74	0.00	1,800.00	0.00%
61240 Engineer OFFICE EXPENSE & SUPPLIES	0.00	0.00	585.00	0.00%
61250 Engineer EQUIPMENT - SUPPLIES & MAINT	532.59	0.00	1,900.00	0.00%
61260 Engineer BUILDINGS - SUPPLIES & MAINT	0.00	0.00	200.00	0.00%
61290 Engineer TELEPHONE - CELL	480.00	80.00	480.00	16.67%
61310 Engineer PROFESSIONAL/TECHNICAL	470.21	0.00	800.00	0.00%
61510 Engineer INSURANCE	1,000.00	1,000.00	1,000.00	100.00%
Total City Engineer	26,229.26	22,039.84	31,055.00	70.97%

City of Blanding
Operational Budget Report
10 10 General Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Total Highways and public improvements	139,834.91	106,735.26	160,354.00	66.56%
Parks, recreation, and public property				
Visitors Center				
50110 Econ Dev & Visitor Cntr SALARIES AND WAGES	53,058.62	42,402.14	58,713.00	72.22%
50130 Econ Dev & Visitor Cntr EMPLOYEE BENEFITS	16,791.02	12,196.13	19,024.00	64.11%
50210 Econ Dev & Visitor Cntr SUBSCRIPTIONS/MEMBERSHIPS	0.00	2,295.60	0.00	0.00%
50230 Econ Dev & Visitor Cntr TRAVEL/EDUCATION	1,575.02	4,181.63	800.00	522.70%
50240 Econ Dev & Visitor Cntr OFFICE EXPENSE & SUPPLIES	74.70	1,533.22	350.00	438.06%
50250 Econ Dev & Visitor Cntr EQUIP - SUPPLIES & MAINT	2,508.06	1,108.06	1,800.00	61.56%
50260 Econ Dev & Visitor Cntr BUILDING-GROUNDS & MAINT	6,418.29	2,038.51	8,500.00	23.98%
50270 Econ Dev & Visitor Cntr UTILITIES	6,931.37	6,870.26	10,000.00	68.70%
50280 Econ Dev & Visitor Cntr TELEPHONE	2,163.58	1,978.98	2,700.00	73.30%
50310 Econ Dev & Visitor Cntr MARKETING	15,602.45	13,014.62	19,197.00	67.80%
50320 Econ Dev & Visitor Cntr 4TH OF JULY	0.00	10,895.44	0.00	0.00%
50330 Econ Dev & Visitor Cntr FALL FESTIVAL	0.00	3,114.83	0.00	0.00%
50340 Econ Dev & Visitor Cntr MARATHON	0.00	25,087.78	0.00	0.00%
50480 Econ Dev & Visitor Cntr OTHER SPECIAL DEPT SUPPLIES	22,773.95	25.00	51,000.00	0.05%
50510 Econ Dev & Visitor Cntr INSURANCE	0.00	0.00	500.00	0.00%
50610 Econ Dev & Visitor Cntr MISCELLANEOUS	0.00	8.92	0.00	0.00%
50750 Econ Dev & Visitor Cntr GRANT EXPENSE	7,779.34	0.00	0.00	0.00%
Total Visitors Center	135,676.40	126,751.12	172,584.00	73.44%
Parks and recreation				
65110 ParksRec SALARIES AND WAGES	125,295.87	104,138.25	128,635.00	80.96%
65130 ParksRec EMPLOYEE BENEFITS	31,247.32	24,393.34	37,558.00	64.95%
65230 ParksRec TRAVEL/EDUCATION	2,655.29	3,596.75	1,000.00	359.68%
65240 ParksRec OFFICE EXPENSE & SUPPLIES	0.00	0.00	120.00	0.00%
65250 ParksRec EQUIPMENT - SUPPLIES & MAINT	33,833.33	16,175.00	19,000.00	85.13%
65260 ParksRec BUILDINGS - SUPPLIES & MAINT	164.97	4,672.69	12,000.00	38.94%
65270 ParksRec UTILITIES	25,411.07	11,365.31	28,000.00	40.59%
65280 ParksRec TELEPHONE	0.00	0.00	2,400.00	0.00%
65290 ParksRec TELEPHONE CELL	830.00	720.00	960.00	75.00%
65310 ParksRec PROFESSIONAL/TECHNICAL	708.91	20,750.78	0.00	0.00%
65320 ParksRec POOL EXPENSE	95.98	0.00	0.00	0.00%
65330 ParksRec BASEBALL EXPENSE	7,507.55	322.50	7,000.00	4.61%
65340 ParksRec SOFTBALL EXPENSE	199.87	0.00	5,000.00	0.00%
65350 ParksRec SOCCER EXPENSE	4,858.68	5,972.71	6,000.00	99.55%
65360 ParksRec FOOTBALL EXPENSE	12,692.18	7,651.87	8,000.00	95.65%
65370 ParksRec BASKETBALL EXPENSE	2,647.19	3,017.54	4,000.00	75.44%
65390 ParksRec VOLLEYBALL EXPENSE	2,719.17	7,369.67	3,000.00	245.66%
65400 ParksRec TOURNAMENT EXPENSE	0.00	0.00	2,000.00	0.00%
65480 ParksRec OTHER SPECIAL DEPART SUPPLIES	29,758.35	(3,128.53)	26,250.00	-11.92%
65510 ParksRec INSURANCE	1,000.00	1,000.00	1,000.00	100.00%
Total Parks and recreation	281,625.73	208,017.88	291,923.00	71.26%
Total Parks, recreation, and public property	417,302.13	334,769.00	464,507.00	72.07%
Wellness Center				
66110 Wellness Center SALARIES AND WAGES	186,549.95	140,892.18	228,197.00	61.74%
66130 Wellness Center EMPLOYEE BENEFITS	26,862.66	21,216.49	33,551.00	63.24%
66240 Wellness Center OFFICE EXPENSE & SUPPLIES	283.83	600.54	1,000.00	60.05%
66250 Wellness Center EQUIPMENT - SUPPLIES & MAINT	50,775.76	29,596.85	34,956.00	84.67%
66260 Wellness Center BUILDINGS - SUPPLIES & MAINT	9,427.67	17,349.88	10,000.00	173.50%
66270 Wellness Center UTILITIES	29,019.92	31,932.08	36,000.00	88.70%
66280 Wellness Center TELEPHONE	2,018.21	1,144.71	1,920.00	59.62%
66310 Wellness Center PROFESSIONAL/TECHNICAL	1,837.00	312.00	6,125.00	5.09%
66320 Wellness Center POOL EXPENSE	30,266.59	39,748.51	25,816.00	153.97%
66480 Wellness Center OTHER SPECIAL DEPART SUPPLIES	0.00	10.97	0.00	0.00%
66510 Wellness Center INSURANCE	4,500.00	4,500.00	4,500.00	100.00%
69810 SALES TAX REVENUE BOND PAYMENT	50,000.00	50,000.00	50,000.00	100.00%
Total Wellness Center	391,541.59	337,304.21	432,065.00	78.07%
Transfers				
7010 TRANSFER to Capital Projects fund	550,000.00	0.00	430,000.00	0.00%
Total Transfers	550,000.00	0.00	430,000.00	0.00%
Total Expenditures:	2,635,838.24	1,767,381.94	3,037,141.00	58.19%
Total Change In Net Position	378,935.32	631,963.43	0.00	0.00%

City of Blanding
Operational Budget Report
10 10 General Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

City of Blanding
Operational Budget Report
40 40 Capital Projects Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Change In Net Position				
Revenue:				
Contributions and transfers				
3310.044 STATE GRANTS - Admin	99,000.00	0.00	93,000.00	0.00%
3310.046 STATE GRANTS - Airport	0.00	29,537.98	298,948.00	9.88%
3310.053 STATE GRANTS - Fire	0.00	(560.84)		
3310.065 STATE GRANTS - Parks & Rec	9,525.00	62,785.98	217,250.00	28.90%
3320.046 FEDERAL GRANTS - Airport	3,062.61	121,709.05	690,000.00	17.64%
3330.046 COUNTY GRANTS - Airport	0.00	0.00	46,974.00	0.00%
3330.060 COUNTY GRANTS - Road	0.00	203,000.00	0.00	0.00%
3340.065 OTHER GRANTS - Park & Rec	0.00	50,000.00	79,000.00	63.29%
3680 LOAN PROCEEDS	341,000.00	0.00	341,000.00	0.00%
3851 Contribution from Water Fund	0.00	16,048.54	0.00	0.00%
3910 TRANSFER FROM GF	550,000.00	0.00	430,000.00	0.00%
3990 Fund balance appropriated	0.00	0.00	1,163,930.00	0.00%
Total Contributions and transfers	1,002,587.61	483,081.55	3,360,102.00	14.38%
Total Revenue:	1,002,587.61	483,081.55	3,360,102.00	14.38%
Expenditures:				
Highways and public improvements				
Class C roads				
40747 ROADS	64,460.54	475,792.07	1,207,121.00	39.42%
Total Class C roads	64,460.54	475,792.07	1,207,121.00	39.42%
Airport				
40746 AIRPORT	47,214.20	101,772.25	1,082,897.00	9.40%
Total Airport	47,214.20	101,772.25	1,082,897.00	9.40%
Total Highways and public improvements	111,674.74	577,564.32	2,290,018.00	25.22%
Miscellaneous				
40740 CAPITAL OUTLAY	372,177.36	229,307.78	500,084.00	45.85%
40750 WELLNESS CENTER	55,424.50	491,814.36	570,000.00	86.28%
Total Miscellaneous	427,601.86	721,122.14	1,070,084.00	67.39%
Total Expenditures:	539,276.60	1,298,686.46	3,360,102.00	38.65%
Total Change In Net Position	463,311.01	(815,604.91)	0.00	0.00%

City of Blanding
Operational Budget Report
51 51 Water Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
3710 Water Service Income	795,044.16	560,484.67	800,000.00	70.06%
3720 Water Connect Fee	4,000.00	12,374.00	7,000.00	176.77%
3730 Water Impact Fee	2,200.00	2,600.00	5,000.00	52.00%
Total Operating income	801,244.16	575,458.67	812,000.00	70.87%
Operating expense				
40110 SALARIES AND WAGES	209,112.18	183,516.33	247,968.00	74.01%
40130 EMPLOYEE BENEFITS	84,116.20	59,910.57	106,484.00	56.26%
40210 SUBSCRIPTIONS/MEMBERSHIP	0.00	1,100.00	0.00	0.00%
40230 TRAVEL/EDUCATION	97.80	1,286.22	0.00	0.00%
40240 OFFICE EXPENSE & SUPPLIES	99.58	209.13	1,500.00	13.94%
40250 EQUIPMENT - SUPPLIES & MAINT	76,807.24	84,665.44	80,000.00	105.83%
40255 WATER PURCHASES	18,220.95	22,552.89	28,000.00	80.55%
40260 BUILDINGS - SUPPLIES & MAINT	174.67	0.00	500.00	0.00%
40270 UTILITIES	25,104.18	17,442.74	35,000.00	49.84%
40280 TELEPHONE	2,650.73	853.59	2,500.00	34.14%
40310 PROFESSIONAL/TECHNICAL	12,925.90	7,974.99	30,350.00	26.28%
40480 OTHER SPECIAL DEPART SUPPLIES	13,051.88	52.40	37,775.00	0.14%
40510 INSURANCE	10,000.00	10,000.00	10,000.00	100.00%
40700 DEPRECIATION	608,423.03	202,121.07	599,765.00	33.70%
Total Operating expense	1,060,784.34	591,685.37	1,179,842.00	50.15%
Total Income From Operations:	(259,540.18)	(16,226.70)	(367,842.00)	4.41%
Non-Operating Items:				
Non-operating income				
3310 STATE Capital Grants	415,378.33	1,500,000.00	3,240,964.00	46.28%
3340 LOCAL Capital Grants	100,000.00	0.00	0.00	0.00%
3341 COVID ARPA FUNDING	214,984.00	0.00	0.00	0.00%
3750 Other non-operating income	6,088.01	11,739.90	100,000.00	11.74%
3810 INTEREST	51,047.57	84,511.10	20,000.00	422.56%
40910 Benefit expense GASB 68	(36,088.00)	0.00	0.00	0.00%
Total Non-operating income	823,585.91	1,596,251.00	3,360,964.00	47.49%
Non-operating expense				
40900 INTEREST EXPENSE	34,080.18	25,859.93	34,602.00	74.74%
7010 TRANSFER TO OTHER FUNDS	24,000.00	16,000.00	24,000.00	66.67%
Total Non-operating expense	58,080.18	41,859.93	58,602.00	71.43%
Total Non-Operating Items:	765,505.73	1,554,391.07	3,302,362.00	47.07%
Total Income or Expense	505,965.55	1,538,164.37	2,934,520.00	52.42%

City of Blanding
Operational Budget Report
52 52 Sewer Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
3710 Sewer Service Income	533,111.99	394,314.07	530,600.00	74.31%
3720 Sewer Connect Fees	500.00	6,750.00	1,500.00	450.00%
3725 Sewer Impact Fee	1,000.00	(500.00)	1,600.00	-31.25%
3730 Other operating revenue	5,350.00	926.27	8,000.00	11.58%
3840 RENTAL INCOME	3,280.00	2,094.79	2,000.00	104.74%
Total Operating income	543,241.99	403,585.13	543,700.00	74.23%
Operating expense				
40110 SALARIES AND WAGES	194,157.38	167,778.96	206,529.00	81.24%
40130 EMPLOYEE BENEFITS	72,302.60	57,607.54	75,275.00	76.53%
40230 TRAVEL/EDUCATION	0.00	0.00	500.00	0.00%
40240 OFFICE EXPENSE & SUPPLIES	400.00	1,054.95	360.00	293.04%
40250 EQUIPMENT - SUPPLIES & MAINT	25,805.58	2,994.08	19,200.00	15.59%
40260 Supplies & maintenance - buildings	0.00	0.00	1,300.00	0.00%
40270 UTILITIES	5,157.34	4,522.93	6,400.00	70.67%
40310 PROFESSIONAL/TECHNICAL	6,637.50	6,609.32	19,350.00	34.16%
40480 OTHER SPECIAL DEPART SUPPLIES	51.66	0.00	28,250.00	0.00%
40510 INSURANCE	10,000.00	10,000.00	10,000.00	100.00%
40700 DEPRECIATION	129,060.50	41,697.75	127,655.00	32.66%
Total Operating expense	443,572.56	292,265.53	494,819.00	59.07%
Total Income From Operations:	99,669.43	111,319.60	48,881.00	227.74%
Non-Operating Items:				
Non-operating income				
3810 INTEREST	25,127.84	24,965.41	13,000.00	192.04%
40910 Benefit expense GASB 68	(38,670.00)	0.00	0.00	0.00%
Total Non-operating income	63,797.84	24,965.41	13,000.00	192.04%
Non-operating expense				
40900 INTEREST EXPENSE	34,263.44	36,609.82	38,064.82	96.18%
7010 TRANSFER TO OTHER FUNDS	9,000.00	6,000.00	9,000.00	66.67%
Total Non-operating expense	43,263.44	42,609.82	47,064.82	90.53%
Total Non-Operating Items:	20,534.40	(17,644.41)	(34,064.82)	51.80%
Total Income or Expense	120,203.83	93,675.19	14,816.18	632.25%

City of Blanding
Operational Budget Report
53 53 Electric Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
37100 Electric service charges	3,156,946.29	2,285,858.69	3,051,417.11	74.91%
37200 Electric connection fees	4,530.00	5,286.22	5,000.00	105.72%
3730 FINANCE CHARGES	634.34	(12,808.29)	3,000.00	-426.94%
38500 SUNDRY REVENUE	23,445.22	15,175.79	20,000.00	75.88%
Total Operating income	3,185,555.85	2,293,512.41	3,079,417.11	74.48%
Operating expense				
40110 SALARIES AND WAGES	222,697.82	223,103.01	258,928.00	86.16%
40130 EMPLOYEE BENEFITS	75,233.28	58,744.48	86,129.00	68.21%
40150 EMPLOYEE MORALE	0.00	7,453.04	0.00	0.00%
40210 SUBSCRIPTIONS/MEMBERSHIP	0.00	1,465.43	0.00	0.00%
40230 TRAVEL/EDUCATION	1,402.10	3,049.36	6,800.00	44.84%
40240 OFFICE EXPENSE & SUPPLIES	2,141.11	1,644.98	3,000.00	54.83%
40250 EQUIPMENT - SUPPLIES & MAINT	224,021.59	209,915.90	244,750.00	85.77%
40255 ELECTRIC PURCHASES	2,018,978.66	1,400,565.74	1,950,267.00	71.81%
40260 BUILDINGS - SUPPLIES & MAINT	0.00	0.00	2,400.00	0.00%
40270 UTILITIES	5,705.71	4,681.53	7,900.00	59.26%
40280 TELEPHONE	2,839.73	2,488.42	4,800.00	51.84%
40310 PROFESSIONAL/TECHNICAL	48,781.43	37,064.20	86,400.00	42.90%
40480 OTHER SPECIAL DEPART SUPPLIES	40,156.18	5,432.33	55,700.00	9.75%
40510 INSURANCE	29,393.12	32,683.16	38,000.00	86.01%
40610 MISCELLANEOUS	0.00	289.78	0.00	0.00%
40620 BANK CHARGES	4,036.19	25,725.04	0.00	0.00%
40700 DEPRECIATION	179,547.11	59,861.48	178,607.00	33.52%
40740 Equipment under capitalization threshold	0.00	0.00	16,400.00	0.00%
Total Operating expense	2,854,934.03	2,074,167.88	2,940,081.00	70.55%
Total Income From Operations:	330,621.82	219,344.53	139,336.11	157.42%
Non-Operating Items:				
Non-operating income				
3310 State capital grants	103,285.50	0.00	0.00	0.00%
38100 INTEREST	17,077.29	16,748.19	9,922.00	168.80%
40910 Benefit expense GASB 68	(41,240.00)	0.00	0.00	0.00%
Total Non-operating income	161,602.79	16,748.19	9,922.00	168.80%
Non-operating expense				
40900 INTEREST EXPENSE	17,174.02	14,604.30	19,707.00	74.11%
7010 TRANSFER TO OTHER FUNDS	90,000.00	60,000.00	90,000.00	66.67%
Total Non-operating expense	107,174.02	74,604.30	109,707.00	68.00%
Total Non-Operating Items:	54,428.77	(57,856.11)	(99,785.00)	57.98%
Total Income or Expense	385,050.59	161,488.42	39,551.11	408.30%

City of Blanding
Operational Budget Report
54 54 Natural Gas Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
3710 Gas service charges	1,490,705.29	1,008,505.05	1,240,220.80	81.32%
3720 Gas connection fees	2,900.00	8,775.00	10,000.00	87.75%
3730 Other operating income/construction income	28,563.08	7,642.70	7,500.00	101.90%
Total Operating income	1,522,168.37	1,024,922.75	1,257,720.80	81.49%
Operating expense				
40110 SALARIES AND WAGES	150,795.24	135,695.22	200,514.00	67.67%
40130 EMPLOYEE BENEFITS	46,981.04	37,063.46	66,600.00	55.65%
40210 SUBSCRIPTIONS/MEMBERSHIP	0.00	2,007.27	0.00	0.00%
40230 TRAVEL/EDUCATION	0.00	0.00	1,800.00	0.00%
40240 OFFICE EXPENSE & SUPPLIES	511.58	500.00	1,200.00	41.67%
40250 EQUIPMENT - SUPPLIES & MAINT	31,106.81	24,605.55	30,900.00	79.63%
40255 NATURAL GAS PURCHASES	872,062.60	622,814.14	718,165.80	86.72%
40270 UTILITIES	3,427.00	3,066.89	3,500.00	87.63%
40280 TELEPHONE	0.00	100.25	900.00	11.14%
40310 PROFESSIONAL/TECHNICAL	11,001.85	4,537.19	34,575.00	13.12%
40480 OTHER SPECIAL DEPART SUPPLIES	24,400.00	288.51	21,925.00	1.32%
40510 INSURANCE	8,000.00	8,000.00	8,000.00	100.00%
40700 DEPRECIATION	142,827.09	46,065.81	146,662.00	31.41%
Total Operating expense	1,291,113.21	884,744.29	1,234,741.80	71.65%
Total Income From Operations:	231,055.16	140,178.46	22,979.00	610.03%
Non-Operating Items:				
Non-operating income				
3810 INTEREST	19,229.83	19,100.42	10,179.00	187.65%
40910 Benefit expense GASB 68	(21,464.00)	0.00	0.00	0.00%
Total Non-operating income	40,693.83	19,100.42	10,179.00	187.65%
Non-operating expense				
40900 INTEREST EXPENSE	1,907.53	1,677.31	1,908.00	87.91%
7010 TRANSFER TO OTHER FUNDS	30,000.00	20,000.00	30,000.00	66.67%
Total Non-operating expense	31,907.53	21,677.31	31,908.00	67.94%
Total Non-Operating Items:	8,786.30	(2,576.89)	(21,729.00)	11.86%
Total Income or Expense	239,841.46	137,601.57	1,250.00	11,008.13%

City of Blanding
Operational Budget Report
55 55 Storm Water Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
3710 STORM WATER SERVICE CHARGES	148,826.64	109,927.60	147,791.00	74.38%
Total Operating income	148,826.64	109,927.60	147,791.00	74.38%
Operating expense				
40110 SALARIES AND WAGES	6,118.27	5,233.98	6,376.00	82.09%
40130 EMPLOYEE BENEFITS	1,590.83	1,748.93	1,721.00	101.62%
40240 OFFICE EXPENSE & SUPPLIES	400.00	400.00	160.00	250.00%
40250 EQUIPMENT - SUPPLIES & MAINT	1,600.00	4.99	0.00	0.00%
40480 OTHER SPECIAL DEPART SUPPLIES	0.00	0.00	9,551.00	0.00%
40510 INSURANCE	500.00	500.00	500.00	100.00%
40650 FRANCHISE FEES	1,500.00	1,000.00	1,500.00	66.67%
40700 DEPRECIATION	104,028.96	34,676.32	104,029.00	33.33%
Total Operating expense	115,738.06	43,564.22	123,837.00	35.18%
Total Income From Operations:	33,088.58	66,363.38	23,954.00	277.05%
Non-Operating Items:				
Non-operating income				
3810 INTEREST	4.72	4.71	0.00	0.00%
40910 Benefit expense GASB 68	(771.00)	0.00	0.00	0.00%
Total Non-operating income	775.72	4.71	0.00	0.00%
Non-operating expense				
40900 INTEREST EXPENSE	21,302.69	16,839.75	22,454.00	75.00%
7010 TRANSFER TO OTHER FUNDS	0.00	0.00	1,500.00	0.00%
Total Non-operating expense	21,302.69	16,839.75	23,954.00	70.30%
Total Non-Operating Items:	(20,526.97)	(16,835.04)	(23,954.00)	70.28%
Total Income or Expense	12,561.61	49,528.34	0.00	0.00%

City of Blanding
Operational Budget Report
57 57 Solid Waste Fund - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	Prior YTD	Current YTD	Annual Budget	Percent Used
Income or Expense				
Income From Operations:				
Operating income				
3710 Waste collection service fees	306,368.71	237,939.71	269,400.00	88.32%
3720 TIPPAGE FEES	10,192.00	1,128.00	8,000.00	14.10%
Total Operating income	316,560.71	239,067.71	277,400.00	86.18%
Operating expense				
40110 SALARIES AND WAGES	13,539.40	6,556.42	14,128.00	46.41%
40130 EMPLOYEE BENEFITS	4,746.60	3,594.92	4,081.00	88.09%
40250 EQUIPMENT - SUPPLIES & MAINT	44.54	0.00	4,600.00	0.00%
40270 UTILITIES	200.29	87.73	0.00	0.00%
40310 PROFESSIONAL/TECHNICAL	252,329.09	173,385.76	234,976.00	73.79%
40510 INSURANCE	1,000.00	1,000.00	1,000.00	100.00%
40700 DEPRECIATION	590.28	196.76	590.00	33.35%
Total Operating expense	272,450.20	184,821.59	259,375.00	71.26%
Total Income From Operations:	44,110.51	54,246.12	18,025.00	300.95%
Non-Operating Items:				
Non-operating income				
40910 Benefit expense GASB 68	(1,060.00)	0.00	0.00	0.00%
Total Non-operating income	1,060.00	0.00	0.00	0.00%
Non-operating expense				
7010 TRANSFER TO OTHER FUNDS	6,000.00	4,000.00	6,000.00	66.67%
Total Non-operating expense	6,000.00	4,000.00	6,000.00	66.67%
Total Non-Operating Items:	(4,940.00)	(4,000.00)	(6,000.00)	66.67%
Total Income or Expense	39,170.51	50,246.12	12,025.00	417.85%

City of Blanding
Operational Budget Report
91 91 General Fixed Assets - 07/01/2023 to 06/30/2024
100.00% of the fiscal year has expired

	<u>Prior YTD</u>	<u>Current YTD</u>	<u>Annual Budget</u>	<u>Percent Used</u>
Income or Expense				
Non-Operating Items:				
Non-operating income				
40910 Benefit expense GASB 68	8,598.00	0.00	0.00	0.00%
Total Non-operating income	8,598.00	0.00	0.00	0.00%
Total Non-Operating Items:	8,598.00	0.00	0.00	0.00%
Total Income or Expense	8,598.00	0.00	0.00	0.00%

City of Blanding Monthly Water Report



March 2024

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 2022	City Share of Volume 2021
Starvation	500	0	500	500	388	112	388	237	306
4th Reservoir	2,350	250	2,100	2,100	2,071	279	1,821	1,185	1,366
3rd Reservoir	250	50	200	200	230	20	180	80	170
Drywash	500	100	400	0	110	0	0	0	0
Recapture	8,444	2,500	5,944	800	6,873	0	600	348	650
Total	12,044	2,900	9,144	3,600	9,672	411	2,989	1,850	2,492

	Gallons/Per Day	Acre Feet/Month
Pipeline Flow	956,530	91

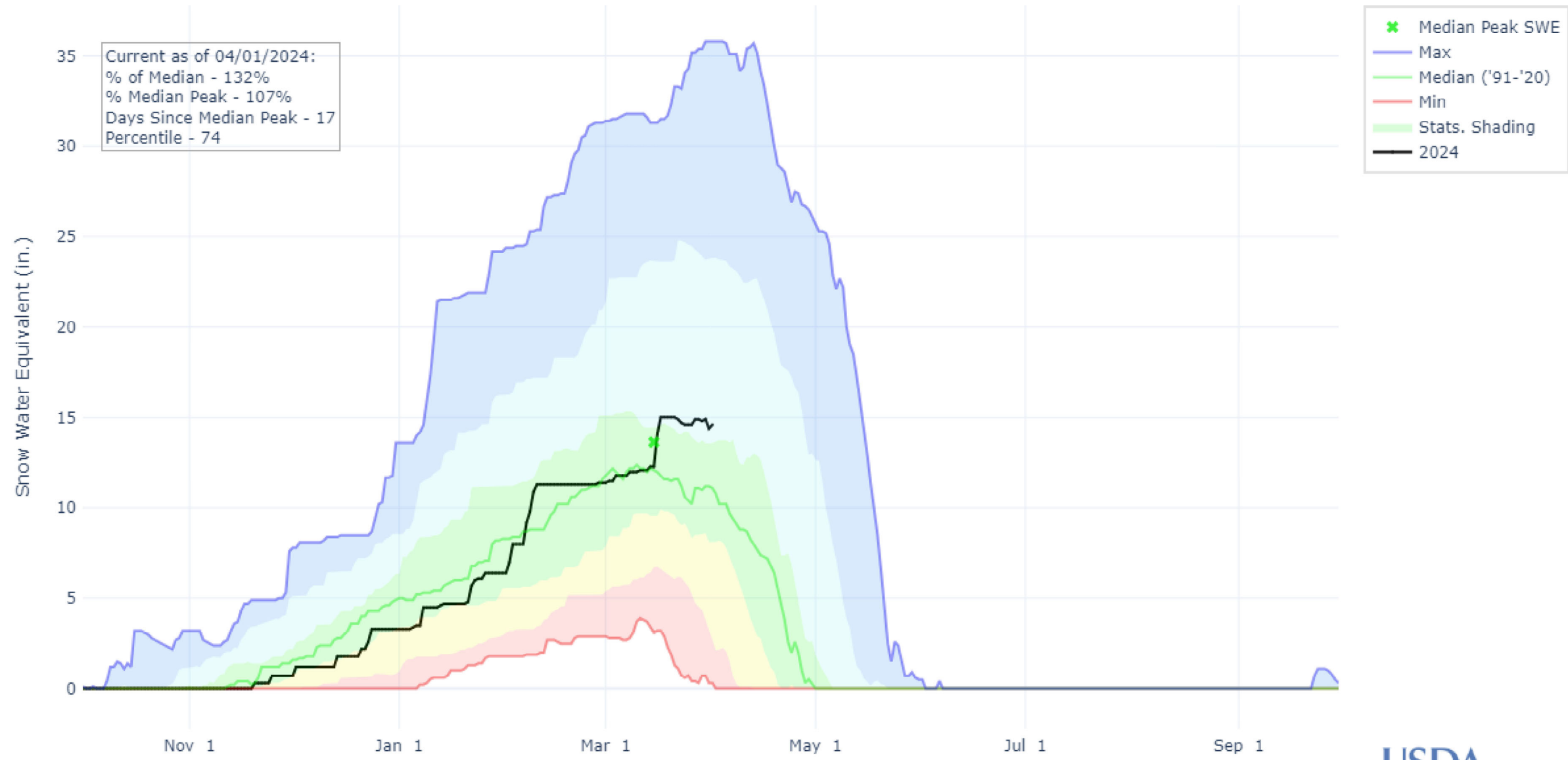
	Gallons	Acre Feet
Monthly Total Treated	9,286,754	28.50
Monthly Total Pumped	Well A	0.00
	Well B	0.00
	Well C	0.00

Total Montly Treated and Pumped 28.50

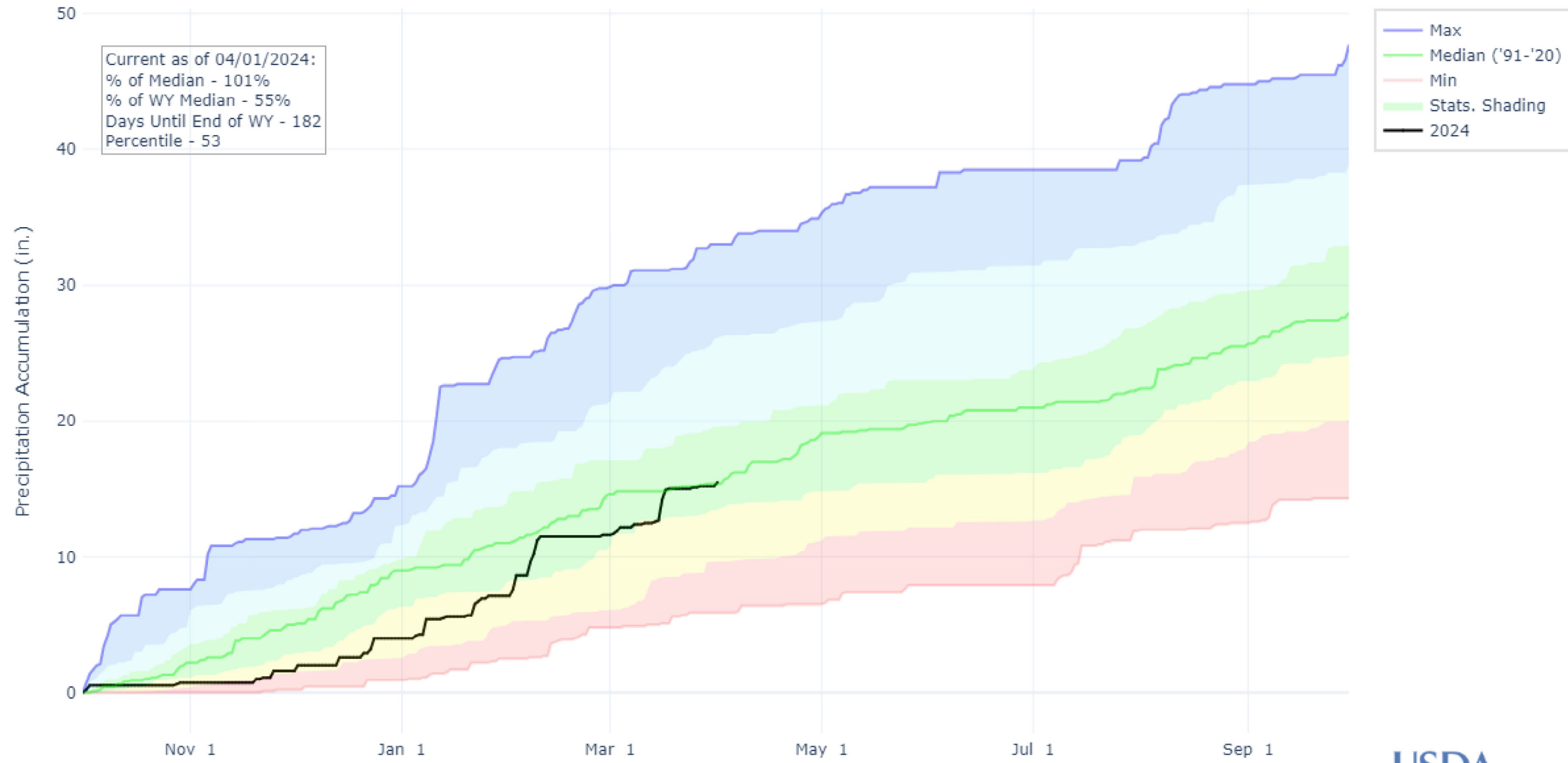
Notes:
Annual Precipitation on 3/31/2024 is at 101% for current water year.
Snow Water Equivalent is 14.6 inches and 132% of average.

Month to Month Reconciliation Upper System	
Beginning Reservoirs Storage	2,361.00
Plus Water Taken From Pipeline	91.00
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	28.50
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	0.48
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	34.02
Ending Reservoir Storage	2,389.00

CAMP JACKSON, UT (383) SNOW WATER EQUIVALENT



CAMP JACKSON, UT (383) PRECIPITATION ACCUMULATION





2023 Annual Building Report

Building Permits	Permits Issued	Fees Collected
Public Hearings	0	\$0.00
Sign Permits	0	\$0.00
Building Permits (Private)	27	\$23,863.80
Real Estate Inspection Fees	0	\$0.00
Set Up Inspections	0	\$0.00
Demolition Permit	1	\$15.00
Penalty Fees	0	\$0.00
State 1%	0	\$0.00
Total	28	\$23,878.80
Breakdown		
Commerical	2	\$1,093,660.00
Commercial Remodel	2	\$50,000.00
Demolition	1	\$0.00
Electrical	2	\$37,065.00
Outbuilding	1	\$3,600.00
Residential Addition	8	\$447,248.85
Residential Garage	1	\$193,596.00
Residential Multiplex	2	\$1,843,000.00
Residential Remodel	4	\$21,227.65
Residential Single Family Dwelling	1	\$350,000.00
Solar	3	\$117,194.37
Total Dwellings	27	\$4,156,591.87
Government Institutions, etc.		
None	0	\$0.00
City of Blanding Projects		
Pickleball Courts	1	\$129,094.00
Other Construction Valuation		\$129,094.00
Total Valuation		\$4,285,685.87



CITY COUNCIL MEETING - STAFF REPORT

Author: Bret Hosler
Department: Community Development
Subject: Monthly report
Date: **Apr 9, 2024**
Type of Item: Information

Active Projects

- a. Leonard Howe land exchange
- b. Developing a map and list of all City owned properties
- c. Working on Preston Palmer annexation project
- d. Completing Roy Yoakham minor subdivision
- e. Working on next two capital improvement projects at the Airport

March Permits

Residential

- a. No new permits in March

Commercial

- b. No new permits in March

Questions/ concerns

Direction



CITY COUNCIL MEETING - STAFF REPORT

Author: JJ Bradford
Department: Police
Subject: Monthly report
Date: **April 9, 2024**
Type of Item: Information

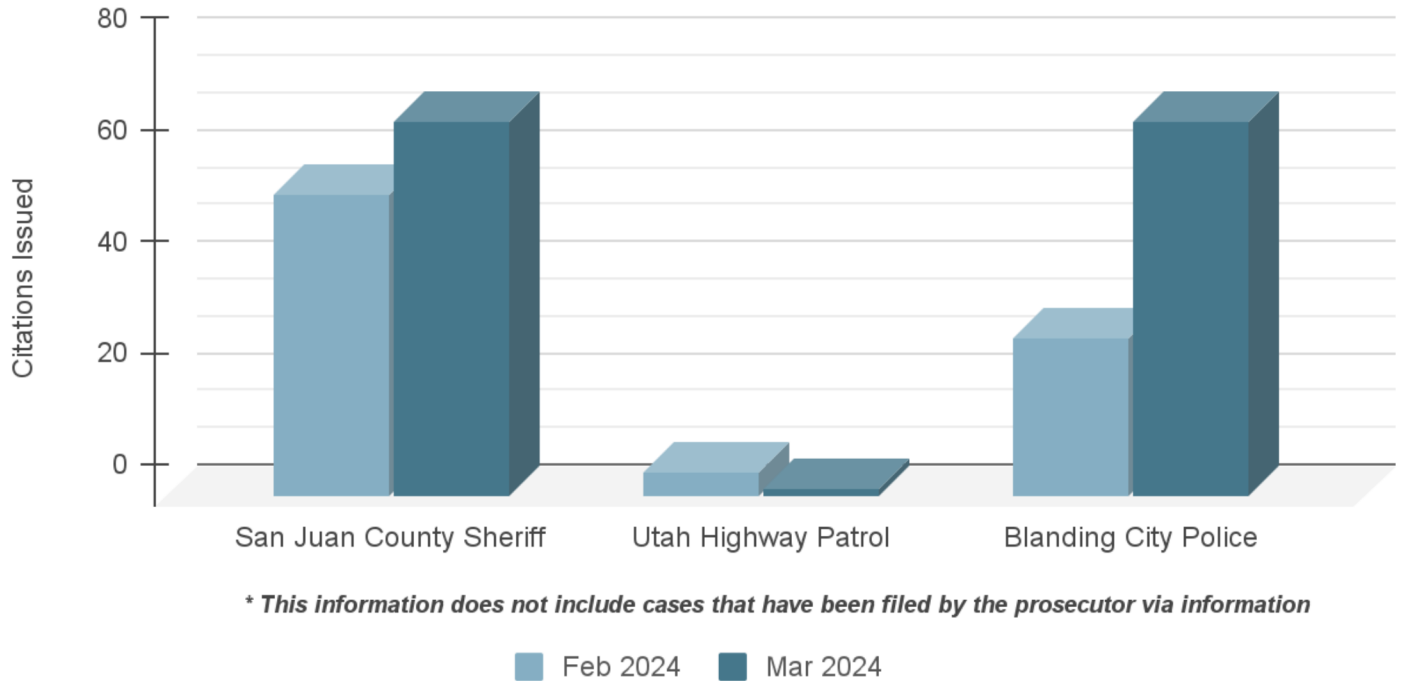
Officer Blake has been doing his field training and has done well. He's made several cases so far and is on his own while being shadowed by other officers while he gets more comfortable with the job.

There is a lot of traffic moving through town and some alarming speeds are coming with it. We are also staying busy with drug and alcohol offenses that the officers are finding as they work traffic and respond to calls.

March 2024 Police Department Statistics				
Incidents by type		2023 VS 2024		
911 Hang Up	8	2024 Total Arrests/Charges	25 with 4 warrants	
Agency Assist	9	2024 Total Citations Issued:	92	
Animal Control	6	2024 Total Incidents:	78	
Assault	1			
Business Alarm	4	2023 Total Arrests/Charges	23 with 1 warrant	
Citizen Assist	1	2023 Total Citations Issued:	104 with 111 violations	
Child Property Exchange	2	2023 Total Incidents:	47	
Custodial Interference	1			
Dead body	1	Trainings: JJ and Trey did tracking training. Trey, Cole, Tell, Dylan and JJ did SERT training.		
Domestic Violence	3			
Distribution/Possession	4			
Domestic Dispute	1			
Fire	1	Statistics by Officer		
Harassment	1	<u>Chief JJ Bradford</u>		
Hit and Run	1	Arrest/Charges	1 warrant	
Impound	1	Citations:	---	
Intoxicated Person	6	Incidents:	20	
Juvenile Problem	2			
Mental Subject	1	<u>Sgt. Jared Hillhouse</u>		
Nosie Complaint	1	Arrest/Charges	1 with 1 warrant	
Officer Report	3	Citations:	23	
Attempted Suicide	1	Incidents:	12	
Suspicious Person/Circumstance	8			
Theft	1	<u>Officer Trey McDonald</u>		
Traffic Accident/PD	2	Arrest/Charges	7	
Traffic Violation	1	Citations:	10	
Trespassing	1	Incidents:	11	
Vandalism	2			
Warrant	1	<u>Officer Cole Palmer</u>		
Welfare check	3	Arrest/Charges	1	
		Citations:	11	
		Incidents:	7	
		<u>Officer Tell Stewart</u>		
		Arrest/Charges	8	
		Citations:	12 with 13 violations	
		Incidents:	22	
		<u>Officer Dylan Blake</u>		
		Arrest/Charges	8 with 2 warrants	
		Citations:	36 with 37 violations	
		Incidents:	6	
		Dog incidents: 6 animals calls. 3 dogs picked up and returned to owners. 2 vicious dogs put down at owners request.		
		2021 - 55 dogs		
		2022 - 27 dogs		
		2023 - 30 dogs		
		2024 - 7 dogs to date		
Total	78			

Total Citations Issued

Feb 1 - Mar 31, 2024



*Case types all range from traffic/criminal to class B misdemeanors.

SJC Sheriff's Office	Feb - 54	Mar - 67
UHP	Feb - 4	Mar - 1
BPD	Feb - 28	Mar - 67
Total	86	135

BLANDING JUSTICE COURT
Filing Summary Report

ALL CASES

Report Period: 03/01/2024 - 03/31/2024

Case Type	Count	Percent
-----	-----	-----
CRIMINAL		
State Felony	0	.00%
Misdemeanor	9	100.00%
Infraction	0	.00%
Not Applicable	0	.00%
Special Matters	0	.00%
Misdemeanor DUI	0	.00%
TOTAL CRIMINAL	9	6.47%
-----	-----	-----
TRAFFIC		
Deferred Traffic Pro	0	.00%
Parking Citation	0	.00%
Parking Court Case	0	.00%
Traffic Citation	117	90.00%
Traffic Court Case	13	10.00%
TOTAL TRAFFIC	130	93.53%
-----	-----	-----
GENERAL CIVIL		
Contempt	0	.00%
Miscellaneous	0	.00%
Small Claim	0	.00%
Small Claims - Govt	0	.00%
Small Claims/Park TP	0	.00%
TOTAL GENERAL CIVIL	0	.00%
-----	-----	-----
GRAND TOTAL	139	100.00%



RESOLUTION 04-09-2024-1

A Resolution of Blanding City Adopting the Event Sponsorship Policy

Whereas, the City of Blanding recognizes the value of supporting community events that contribute to the cultural, social, and economic vibrancy of the city; and

Whereas, the establishment of a clear and transparent Event Sponsorship Policy will provide guidelines for the allocation of city funds towards sponsoring events and activities within the community; and

Whereas, the Blanding City Event Sponsorship Policy has been developed to ensure fairness, accountability, and effectiveness in the distribution of sponsorship funds;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby accepts the Blanding City Event Sponsorship Policy, as presented and reviewed, to govern the allocation of city funds towards sponsoring events and activities within the community.

The City Council acknowledges the importance of supporting events that enrich the lives of residents, attract visitors, and promote the overall well-being of the community.

The City Council directs the City Manager to oversee the implementation of the Blanding City Event Sponsorship Policy and to ensure that all city departments and staff members are familiar with its provisions.

The City Council authorizes the City Manager to establish procedures for the administration of event sponsorship requests in accordance with the Blanding City Event Sponsorship Policy.

The City Council further authorizes the allocation of funds in accordance with the Blanding City Event Sponsorship Policy as part of the city's annual budgeting process.

NOW THEREFORE, BE IT RESOLVED BY THAT:

Blanding City adopts the San Juan County Multi-Jurisdictional All Hazard Mitigation Plan 2023



ADOPTED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder





Event Sponsorship Policy

Blanding City encourages special events and may fund grants each fiscal year that provide assistance to organizations that wish to host a special event that benefits the community. The program is primarily designed to be a short-term assistance as events become established. Applicants should have a clear vision of how the event will grow to sustain itself without assistance from the city in the future. It is the intention of the Council to consider sponsorship of events that meet the goals outlined below and that have broad appeal and positive impact on the community. It is not the intention of Council to sponsor events that are marketing and promotion for the profit of only a few individuals or a specific business.

Grant assistance may be provided in the form of direct funding, city facility use, in-kind services, or all of the above. ~~Applications of values less than \$1,000 in value will be evaluated by City Staff and can be received at any time throughout the year. Applications of higher values will be evaluated by City Council and will and are will be evaluated in submitted~~ submitted online and will pass through staff evaluation before presenting to Council. ~~in February and March to fund events in the following fiscal year (July – June) in conjunction with the annual budget process.~~ Total expenditures by the City on events will be capped by the annual budget established by the City Council. ~~Economic Development City Council discretionary funds may be used for events not included in the budget.~~

Grant Eligibility Requirements

- The event should meet two or more of the City's goals:
 - Foster a vibrant and diverse economy oriented towards growing jobs in Blanding.
 - Distinguish Blanding as a city with an array of opportunities for sports and cultural activities for residents of all ages and backgrounds, with venues that also promote and leverage economic growth.
 - Promote Blanding as a desirable place to live, visit, and do business.
 - Provide free programs, or raise funds for organizations or free programs, benefitting local youth, seniors, or underserved constituents.
 - Provide positive tax benefits, raise funds or provide revenue opportunities to the City.
 - Draw interest and revenue from outside Blanding and San Juan County.
- The event must take place within Blanding City limits or provide a clear benefit to Blanding.
- Events should have broad appeal and be open to all Blanding residents.
- The event must not be organized around specific political or religious purposes.
- The event may be a one-day event, a multi-day event occurring on consecutive days, or a related series of events over an extended period of time.
- ~~Events with a fundraising component will be eligible only if they provide all net proceeds to a nonprofit or program that serves primarily Blanding residents.~~

-
- The applicant organization must be the primary organizer, manager, and financial administrator for the event.
- The applicant organization will comply with all other applicable state and local laws for conducting the event.
- Events that discriminate on the grounds of race, color, national origin, ancestry, age, gender, or disability will not be eligible. All events must comply with applicable requirements of the Americans with Disabilities Act.

Online application available at: www.blanding.city



RESOLUTION 04-09-2024-2

City Council Resolution Accepting Contract from Play & Park Structures for CDBG-Funded Project

Whereas, the City of Blanding has been awarded a Community Development Block Grant (CDBG) to support community development projects with contract #24-DWS-0037; and

Whereas, the City of Blanding has identified the need for a project to enhance recreational facilities within the community; and

Whereas, Play & Park Structures, based in St. George, Utah, has submitted a proposal for the project in the amount of \$107,775.75, which meets the city's specifications and requirements; and

Whereas, the City Council has reviewed the proposal from Play & Park Structures and finds it to be in the best interest of the community to accept the contract for the project;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby accepts the contract submitted by Play & Park Structures out of St. George, Utah, for the project amount of \$107,775.75, to enhance recreational facilities within the community.

The City Council authorizes the Mayor or City Manager to execute the contract with Play & Park Structures on behalf of the City of Blanding.

The City Council acknowledges that the project will be funded by a Community Development Block Grant (CDBG) and directs the City Manager to ensure compliance with all grant requirements throughout the project implementation.

The City Council expresses its appreciation to Play & Park Structures for their proposal and looks forward to the successful completion of the project for the benefit of the community.

NOW THEREFORE, BE IT RESOLVED BY THAT:

Blanding City accepts the contract from Play & Park Structures for the CDBG-Funded Project.



ADOPTED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder





BID TABULATION SHEET
Safety Shade Structure in Centennial Park

CDBG Contract #24-DWS-0037 Centennial Park Safety Shade Structure Project	
Bid Date: March 27th 11:59am	Individuals Present for Bid Opening
	Trent Herring - City Manager
	David Palmer - Director of Parks & Recreation

List of the Bidding Contractors		Bonded?	Total Bid Amount
1	Garrett Parks and Play	Yes	\$166,506.33
2	Great Western Installations	Yes	\$141,760.50
3	Play & Park Structures	Yes	\$107,775.75
4	Rasco Construction	Yes	\$254,765.00
5	Tri-Hurst Construction	Yes	\$144,444.00

Staff Recommendation for City Council Approval		
Recommendation from Staff	Reference Contacted	Total Project Amount
Play & Park Structures 782 S River Road #2 St. George, UT 84790 435-619-7625	Craig Widmier US Development 801-458-4887	\$107,775.75

Completed By	
David Palmer	Director of Parks & Recreation
435-678-3457 ex 3010	dpalmer@blanding-ut.gov
Signature: <i>David Palmer</i>	Date: April, 2nd 2024



Play & Park Structures of NV & UT
782 S River Road #2
St. George, UT, 84790
Phone: 435-619-7625
Fax:
Email:
hsudweeks@playandpark.com
Contact: Henry Sudweeks

Centennial Park Bleacher Shade Covers

City of Blanding
 Attn: David Palmer
 50 West 100 South
 Blanding, UT 84511
 Phone: 435-678-3457
 dpalmer@blanding.city

Quote Number: 783-166467
 Quote Date: 3/25/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
SUPERIOR	Rectangle Hanging Cantilever Shade: 26' Length x 14' Width x 12' Entry Height. - (2) Columns on Base Plates 6" surfacing at 8"x8". Beams at 6"x4". Rafters at Ø2.875" 12-Ga With Glide Elbows. Frame Color: TBD Fabric Color: TBD	8	0	\$8,775.00	\$70,200.00
SUPERIOR	Anchor Hardware and Templates - Includes Steel Plate Template And Hardware For Cast In Place Anchoring System. (Ship In advance) Shipping Address And Contact Required For Processing.	1	0	\$150.00	\$150.00
SUPERIOR	Engineering: Sealed Drawings & Calculations Fees	1	0	\$1,000.00	\$1,000.00
INSTALL	Installation of 8 bleacher shades	1	0	\$25,850.00	\$25,850.00
BOND	BID BOND FEE	1	0	\$1,592.75	\$1,592.75

Total Weight: 0 SubTotal: \$98,792.75
 Freight: \$8,983.00
Total Amount: \$107,775.75

Taxes are not included. Please provide a tax exempt certificate with purchase or taxes will be added to the total.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of NV & UT.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Purchase Amount: _____ **\$107,775.75**

E-mail: _____

Order Information

Bill to: _____

Ship to: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City/State/Zip: _____

City/State/Zip: _____

Billing Contact: _____

Jobsite Contact: _____

Billing Phone: _____

Jobsite Phone: _____

Billing Fax: _____

Jobsite Fax: _____

Enter desired color palette name: _____ OR _____

Enter desired color: Uprights (_____) Decks (_____)

Accents (_____) Roofs/Tubes (_____) Slides/Panels (_____)

Play & Park Structures of NV & UT

By: _____

Salesperson's signature

LEAD TIME:

PLEASE ALLOW 5 - 7 WEEKS or LESS for delivery AFTER sealed drawings are approved.

Quotes valid for 30 DAYS. Price is for product only, unloading & installation by others if not quoted.

Rock Clause/Engineered drawings

If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to the Contractor in time or materials, the Contractor shall be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order. If rock drilling is necessary as deemed by Play and Park Structures and its affiliates, a change order will be necessary to cover the additional costs of the drilling and this cost could be significant. We do our best to estimate the pier size of the footer; however, if the customer requests and pays an additional fee for engineered drawings this could significantly increase the size of the footer and the dollar amount of the installation.

Furthermore, the Contractor will not be held responsible for any damage to all subsurface obstructions.

The owner will clearly identify boundaries of the property, shall provide surveys/as-builts of the property describing physical characteristics, legal limitations and utility locations and/or cause the property to be staked if reasonably requested by the Contractor. The owner is obligated to provide notice of all concealed conditions, and shall provide and pay for water and electricity to the property.

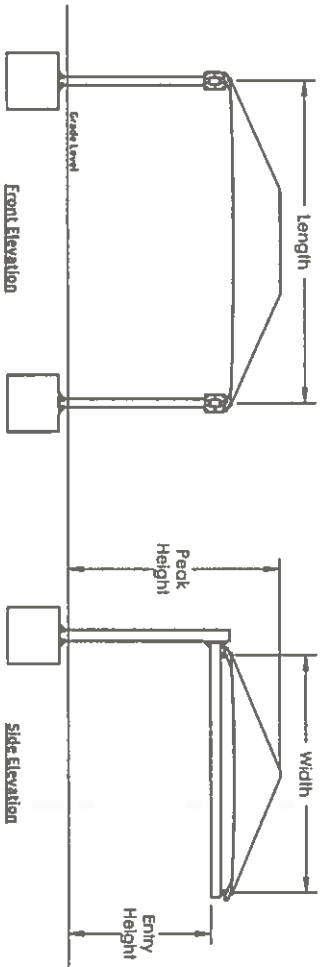
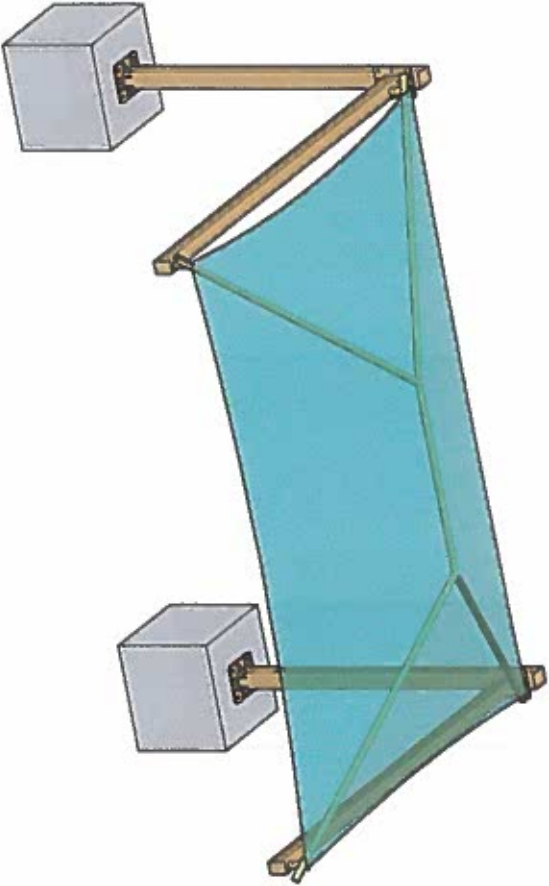
Engineered drawings - If your project requires engineered drawings the engineering will be done after the completion of the sale at an additional cost to the customer. The estimated pier size prior to the engineering is an estimate and the engineer's calculations could require an increased size of concrete pier for your shade structure. This would require additional concrete and/or steel along with additional labor and/or equipment rental at additional cost to the customer. Engineered Sealed Drawings, Engineered Footings and Engineered Calculations - IF QUOTED - they are based on local and state construction codes and specifications. Wind Loads, Snow Loads and Seismic requirements are all verified with these Documents. Rates vary per state.

Salesperson's Signature

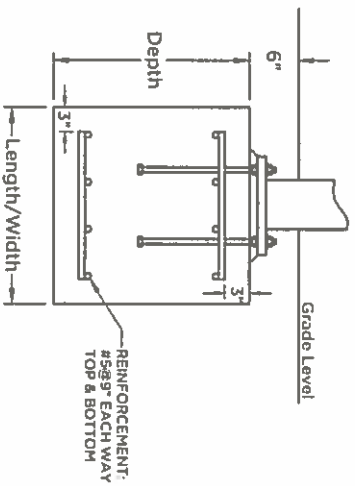
Customer's Signature

Hanging Cantilever Hip Shade

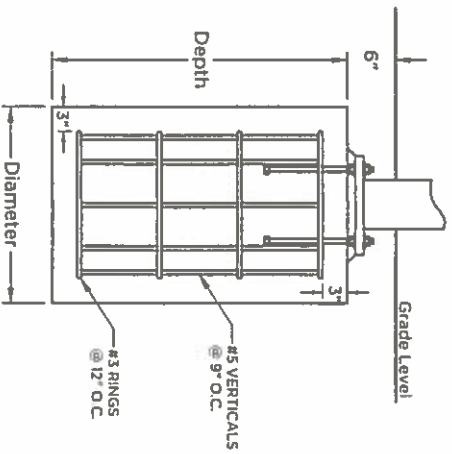
Length	26'	Width	14'	Entry Height	12'
Peak Height	14.83'	Elbow	Glide	Column Mount	Base Plate
Column Size	8"x8"x1/4"	Rafter Size	Ø2.875" 12-Ga	Ridge Size	Ø2.875" 12-Ga
Column Length	13.5'	Rafter Length	9.95'	Ridge Length	13.03'
Dome Qty:	1	Column Qty:	2	Beam Size	6"x4"x1/4"



Square Footing		
Column Length & Width	Depth	
Single Cap	4.29'	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"	Out of range	N/A
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	6.25'	N/A



Superior Shade

QUOTE
QUO0279038

SHADE SIZE
26 X 14

SHADE STYLE
Hanging Cantilever Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Ainet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Ainet Americas Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 ibf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking [here](#).

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread - 1200 Denier or equal
- Chain stitch thread - 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shall be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft ² /lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx,035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength F'c = 2500 psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

LW Lifetime* Warranty on stainless steel hardware

20 20-Year Limited Warranty on framework

10 10-Year Limited Warranty on fabric

5 5-Year Limited Warranty on powder coat

1 1-Year Limited Warranty on cables

1 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX[®] MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. **The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric.

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape. When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.



RESOLUTION 04-09-2024-3

A Resolution of Blanding City Adopting the Solar Program Policies

Whereas, the City of Blanding is committed to promoting sustainable energy practices and reducing its carbon footprint; and

Whereas, the establishment of comprehensive Solar Program Policies, including the Solar Photovoltaic (PV) System Permitting Guideline, the Net Metering Service Agreement, and the Net Metering Program Description, will facilitate the adoption of solar energy systems within the city; and

Whereas, these policies have been carefully developed to streamline the permitting process, ensure fair and equitable net metering agreements, and provide clarity on program participation for solar PV system owners;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby accepts the Blanding City Solar Program Policies, including the Solar Photovoltaic (PV) System Permitting Guideline, the Net Metering Service Agreement, and the Net Metering Program Description, as presented and reviewed.

The City Council acknowledges the importance of promoting renewable energy sources and supporting initiatives that contribute to the sustainability and resilience of the community.

The City Council directs the City Engineer to oversee the implementation of the Solar Program Policies and to ensure that all city departments and staff members are familiar with their provisions.

The City Council authorizes the City Engineer to establish procedures for the administration of solar PV system permitting, net metering agreements, and program participation in accordance with the accepted policies.

NOW THEREFORE, BE IT RESOLVED BY THAT:

Blanding City

ADOPTED AND APPROVED this _____ day of _____, 2024.



SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder



Net Metering Program Description

Availability

The City desires to encourage the use of Renewable Resources by supplying a meter for residential and commercial Customers to provide the necessary accounting to allow a Customer to displace electric energy otherwise purchased from the City or to provide electric energy to the City ("Net Meter"). The Net Meter will be available to any electric Customer connected to the City's electric distribution system provided that the Customer installs a solar, wind, or other city-approved renewable generation facility ("Facility") on the Customer's side of the meter, subject to the Application Provisions.

Application Provisions

A Customer must make an application to the City and receive approval from the City before installing an interconnected Facility on their property. The City may withhold approval if for any reason the requested interconnection would result in a negative monetary or physical impact on the City electrical system. The Net Metering Facility may not exceed system or circuit capacity limitations.

By accepting a Net Meter, the Customer hereby agrees to the following provisions:

1. The monthly electrical output of the Facility shall not have a generating capacity that exceeds the lesser of:
 - 1) 10 kW alternating current (AC) for Residential Customers or 25 kW AC for Small Commercial Customers.
 - 2) one-hundred and twenty (120) percent of the Customer's historical maximum monthly energy consumption.
 - 3) the capacity limitation of the City's circuit to which the Net Metering Facility will be attached.
2. A Facility shall be manufactured and installed to interconnection standards that meet or exceed the Institute of Electrical and Electronics Engineers, Inc. ("IEEE") standard 1547 for Interconnecting Distributed Resources with Electric Power Systems and Underwriters Laboratories Inc. ("UL") standard 1741, Inverters, Converters and Controllers for use in Independent Power Systems.
3. The City shall have the right to inspect a Customer's Facility during reasonable hours and with reasonable prior notice to the Customer. If the City finds that the Customer's Facility is not in compliance with the requirements of the City's interconnection rules and the standards set forth in this Tariff, and non-compliance adversely affects the safety or

reliability of City's Facility or other Customers' Facility, City may require the Customer to disconnect the Facility until compliance is achieved.

4. If the City disconnects the Facility, the Customer shall receive in a timely manner, a written explanation of the disconnection. The Customer shall have the right to correct the situation and petition City to reestablish an interconnection.
5. The City shall install and maintain a new revenue meter for the Customer, at the City's expense for a residential connection and the Customer's expense for small commercial Customers. Any subsequent revenue meter change necessitated by the Customer, whether because of a decision to stop Net Metering or for any other reason, shall be pursuant to City policy.
6. The City shall also install and maintain a new production meter at the City's expense. The Customer will be responsible for installing the meter base in accordance with the City's standards, just downstream of the solar inverter in order to capture 100% of the solar inverter's output.
7. The Customer will be required to submit a one-line diagram as part of the application process, as explained in the Net Metering Agreement.
8. The Customer will release to the City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs) or other renewable attributes as appropriate based on actual on-site electric generation from the Facility.
9. The Customer will comply with all City service and billing requirements.
10. The Customer will comply with all installation, building, land use and electric codes of the City.
11. The City shall make Net Metering available to eligible Customers on a first-come, first-served basis up to 10% percent of City' most recently measured annual peak load. In addition, the City will not approve the interconnection of Renewable Generation to the Company's system if the capacity of the Renewable Generation on the circuit exceeds 10% of the circuit's peak demand or if the capacity of the Renewable Generation on the City's system as a whole exceeds 10% of the City's peak demand.
If these limits would prevent approval of the Net Metering Facility, the Customer may, at his/her expense, have a circuit study prepared by the City's electrical engineer and implement the study's recommendations to insure that the Facility does not interfere with the safe and efficient operation of the Company's system. These capacity limitations may be modified based on the Company's annual assessment of the impact of renewable energy on individual circuits and on the distribution system as a whole.
12. A Customer facility used for Net Metering shall be equipped with metering equipment that can measure the flow of electricity in both directions at the same rate. The Facility shall have a rated capacity following the Application Provisions in part 1, and shall be accomplished through the use of a bi-directional electric revenue meter (Net Meter) that has only a single register for billing purposes. The production meter shall be an electric

revenue meter that measures the output of the solar inverter in a single direction, and shall be placed just downstream of the solar inverter.

13. Customers shall be solely responsible for all work, and costs incurred, for installation and maintenance of the Facility.

Inspection

Upon approval and installation of a Facility but before interconnection to the Net Meter, the City shall inspect the Facility, installation and interconnection and approve or disapprove the interconnection. Any violations or errors of the installation found during the City inspection(s) will be recorded and provided in writing to the Customer. Any alterations required for the installation shall be corrected at the Customer's expense and a follow-up inspection will be required to verify that all corrections have been made.

Energy Rates and Payments

The Customer shall be subject to the following provisions for service:

1. For all kWh delivered by the City the Customer shall pay the normal City rate for Customer service as if the Customer had not installed a Facility.
2. If the electricity supplied by the City exceeds the electricity generated by the Customer, then the Customer shall be billed and pay for the net electricity supplied by the City at the rate and with the same customer charge(s) paid by other like-customers of the City absent the Net Metering Program.
3. If the electricity generated by the Customer exceeds the electricity consumed by the Customer and is distributed back to the City during the billing period, then the Customer shall be billed and pay for the same customer service charge(s) as are applied to other like customers of the City absent the Net Metering Program; however, the Customer's account shall be credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period. The kilowatt-hour credit shall be calculated using the total number of excess kilowatt-hours generated for the month multiplied by the City's Low Load per kilowatt-hour cost or the rate established by the City Council at the time. Credits on the Customer's account may only be applied toward kilowatt-hour usage, not toward customer service charges.
4. The Customer further agrees that any and all of the kilowatt-hour electric energy credit remaining on the account at the time of the Customer's April billing each year shall be set to zero, without further liability to the City.
5. The City reserves the right to modify or amend the program, City's avoided cost rate, the displacement ratio or the monthly service charge upon reasonable advance notice to the Customer (30 days).

Force Majeure

Neither the City nor the Customer shall be subject to any liability or damages due to the inability of the City to serve the Customer's load due to lack of energy from either the City or the Facility.



Net Metering Service Agreement

This NET METERING PROGRAM INTERCONNECTION & SERVICE AGREEMENT ("Agreement") is between _____ ("Customer") and CITY OF BLANDING ("City"). Customer and City may be referred to collectively herein as "Parties" and individually as "Party".

1. Customer Electric Generating System

- 1.1. Customer's Application for Net Metered Electric Generation, including the location of the Electric Generation System installation and details on the electrical generating unit(s), for Net Metered Electric Generation is hereby incorporated into this agreement as Appendix A: Net Metering Application & Compliance Form.
- 1.2. Customer has elected, in accordance with the City Net Metering Policies set by the Blanding City Council, to operate, at their own expense, a Net Metered Electric Generation System using either a solar, wind or hydro powered electric generation system, with a generating capacity of not more than ten kilowatts (10 kW) alternating current for residential and twenty-five kilowatts (25 kW) alternating current for commercial aggregated at the service interconnection point, in parallel with the City's electrical system. This generation system is intended to offset either part or all of the Customer's electricity requirements.
- 1.3. Net Metering credit shall only be applied to offset part or all of the Customer's own electrical requirements at a single metering point exclusively. Net Metering credits shall not be applied to multiple meters owned by a single Customer at separate locations. A separate agreement shall be entered into for each electrical service location of the Customer.
- 1.4. The Electric Generation System used by the Customer shall be located on the Customer's premises. It shall include all equipment necessary, including a disconnect device as described in paragraph 3.1 and a production meter as described in paragraph 4.2. Said equipment shall meet applicable safety, power quality, and interconnection requirements established by the latest revisions of National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable federal, state, and local agencies.
- 1.5. This Agreement is between the Customer and the City. Nothing in this Agreement allows for the purchase or sale of energy produced by the Customer to or from a third party.
- 1.6. The City shall have the sole authority to determine which interconnection requirements set forth herein are applicable to Customer's proposed installation.

2. Terms of Net Metering Billing and Energy Crediting

- 2.1. The City shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with the City's normal metering practices.
- 2.2. If the electricity supplied by the City exceeds the electricity generated by the Customer, then the Customer shall be billed for the net electricity supplied by the City at the rate and with the same customer charge(s) paid by other like-customers of the City absent the Net Metering Program.
- 2.3. If the electricity generated by the Customer exceeds the electricity consumed by the Customer and is distributed back to the City during the billing period, then the Customer shall be billed for the same customer service charge(s) as are applied to other like-customers of the City absent the Net Metering Program; however, the Customer's account shall be credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on the Customer's bill for the following billing period. The kilowatt-hour credit shall be calculated using the total number of excess kilowatt-hours generated for the month multiplied by the City's Low Load per kilowatt-hour cost or the rate established by the City Council at the time. Credits on the Customer's account may only be applied toward kilowatt-hour usage, not toward customer service charges. The Customer further agrees that any and all of the kilowatt-hour electric energy credit remaining on the account at the time of the Customer's April billing each year shall be set to zero, without further liability to the City.

3. Interruption or Reduction of Deliveries

- 3.1. Customer shall furnish and install, on its side of the bi-directional metering equipment, a safety disconnect device capable of fully disconnecting and isolating the Customer's Electrical Generation System from the City's electrical distribution system. The disconnect device shall be located adjacent to the City's bi-directional metering equipment or other location approved by the City and shall be of the visible break type in a metal enclosure that can be secured by a padlock. The disconnect device shall be accessible to the City's personnel at all times and shall conform to the National Electric Code Standards.
- 3.2. The City may require Customer to interrupt or reduce deliveries from the Customer's Electric Generation System as follows: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any part of either the City's or the Customer's equipment or electrical system; or (b) if the City determines that curtailment, interruption, or reduction is necessary because of emergencies, or compliance with good electrical practices as determined by the City.
- 3.3. To the extent reasonably practicable, the City shall give Customer notice of possible planned interruption or reduction of deliveries.
- 3.4. Notwithstanding any other provision of this Agreement, if at any time the City determines that either (a) the Customer's Electric Generation System may endanger the City personnel; or (b) the continued operation of Customer's Electric Generation System may endanger the integrity of the City's electric system, then the City shall have the right to disconnect Customer's Electric Generation System from the City's electric system. Customer's Electric Generation System shall remain disconnected until such time as the City is satisfied that the condition(s) that caused the problems referenced in (a) or (b) of this section 3.3 have been corrected.

4. Net Meter, Production Meter, and Meter Bases

- 4.1. Customer's Electric Generation System shall have a Net Meter installed and owned by the City. The Customer shall provide a Meter Base for the Net Meter. The City shall install the new Net Meter at the City's expense for a residential connection and the Customer's expense for a commercial connection.
- 4.2. In addition to the Net Meter, Customer's Electric Generation System shall have a Production Meter installed and owned by the City. The City shall install the new Production Meter at the Customer's expense. The Customer shall provide the Meter Base for the Production Meter, which shall be located downstream of the solar inverter and not less than five feet from the Net Meter.
- 5.3. The City shall own and maintain the Net and Production Meters and the Customer shall own and maintain the Meter Bases. The Meter Bases shall be designed and installed in conformity with the City's Specifications. Additional information on the location of Meters and Meter Bases is found in the Net Metering Application instructions and the sample diagrams.

5. Interconnection

- 5.1. Customer shall comply with the City's Net Metering Application & Compliance Form set forth in Appendix A and the interconnection requirements set forth in Section 1, Paragraph 1.4. and shall pay for designing, installing, inspecting, operating, and maintaining the Customer's Electric Generation System in accordance with all applicable laws and regulations.
- 5.2. Customer shall deliver the excess energy to the City at the Customer's premises. The City will install and maintain a revenue meter capable of registering the bi-directional flow of electricity at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes (Customer may, at its option, pay the additional costs for the City to install a dual-registering meter capable of separately measuring and recording both delivered and received kilowatt-hours). Any meters installed on the Customer's premises shall remain the property of the City.
- 5.3. Customer shall pay for any non-standard electrical hook-up.
- 5.4. Customer shall not commence parallel operation of the Customer's Electric Generation System until; (a) this Agreement has been executed by the parties; (b) the system has been tested; and (c) written approval for the interconnection, as set forth in Appendix C of this Agreement (an executed "Net Metering Authorization for Interconnection"), has been given to the Customer by the City. Such approval shall not be unreasonably withheld. The City shall have the right to have representatives present at the initial testing of Customer's protective apparatus and may perform (at its own expense) whatever testing of the Customer's system the City deems necessary. The Customer shall notify the City of its intent to test the generating system not less than two (2) working days prior to the scheduled test.
- 5.5. Once in operation, Customer shall make no changes or modifications in the equipment, wiring, or the mode of operation of the Customer's Electric Generation System without prior written approval from the City.

6. Maintenance and Permits

Customer shall (a) maintain the electric generating system and interconnection facilities in a safe

and prudent manner and in conformance with all applicable laws and regulations; (b) obtain any governmental authorizations and permits required for the construction and operation of the Customer's Electric Generation System and interconnection facilities, including an electrical permit; and (c) reimburse the City for any and all losses, damages, claims, penalties, or liability incurred by the City as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Electric Generation System or failure to maintain the Customer's Electric Generation System as required by law or this Section.

7. Access to Premises

The City may enter Customer's premises or property (a) to inspect, with prior notice, at all reasonable hours Customer's protective devices; (b) to access and read the City's Net Meter and Production Meter at any time without notice; and (c) to disconnect the interconnection facilities at the City's meter or transformer, without notice, if, in the City's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the City's facilities, or property of others from damage or interference caused by Customer's Electric Generation System, or lack of properly operating protective devices or inability to inspect the same.

8. Indemnity, Liability, and Insurance

- 8.1 The Customer hereby indemnifies and agrees to hold harmless and release the City and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, claims, damages, costs, demands, fines, judgements, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with: (a) any failure or abnormality in the operation the Customer's Electric Generation System or any related equipment; (b) any failure of the Customer to comply with the standards, specifications, or requirements referenced in this Agreement (including Appendices hereto) which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the Customer's Electric Generation System; (c) any failure of the Customer duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed by or on behalf of the Customer; or (d) any negligence or intentional misconduct of Customer related to operation of the Customer's Electric Generation System or any associated equipment or wiring.
- 8.2 Customer shall maintain, in full force and effect, general liability insurance for personal injury and property damage of at least ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence for the duration of this Agreement. A homeowner's policy providing at least this minimum amount of coverage is acceptable to meet this insurance requirement. The Customer shall submit an acceptable Certificate of Insurance with the Customer's "Net Metering Program Application and Compliance Form" and shall provide the City with copies of renewal certificates to satisfy this insurance requirement.

9. Force Majeure

The City shall not be liable to the Customer for, or be considered to be in breach of or default under this Agreement because of, any failure or delay in performance by the City under this Agreement to the extent such failure or delay is caused by or results from any such cause or condition which is beyond the City's reasonable control, or which the City is unable to prevent or overcome by exercise of reasonable diligence (any such cause or condition, a "Force Majeure"), including breach of contract or failure of performance by any person providing services to the City which the City intended to use in its performance under this Agreement.

10. Independent Contractors

The Parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants, or agents of each other for any purpose whatsoever under or in connection with this Agreement.

11. Assignment; Binding Agreement

The Customer shall not assign its rights under this Agreement to any other Party without the express written consent of the City. The City may impose reasonable conditions on any such assignment to ensure that all of Customer's obligations under this Agreement are met and that none of Customer's obligations are transferred to the City as a result of default, bankruptcy, or any other cause.

12. No Third-Party Beneficiaries

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third Party.

13. Entire Agreement

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Any action involving a dispute under this Agreement shall be brought in the Seventh Judicial District Court of Utah, San Juan County.

15. Rules of Construction; Statutory References

No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

16. Amendments, Modifications, or Waivers

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

17. Notices and Other Communications

Notice Methods and Addresses. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing either (a) by personal delivery; (b) by United States postal service, postage prepaid, registered or certified mail, return receipt requested; (c) by facsimile transmission, using facsimile equipment providing written confirmation of successfully completed transmission to the receiving facsimile number. All notices to either Party shall be made to the addresses set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable.

City of Blanding:

Attn: _____
50 West 100 South
Blanding, Utah 84511
(435) 678-2791

Customer:

Name: _____
Address: _____

Phone: () _____

19. Appendix

This Agreement includes the following Appendices attached hereto and incorporated by reference:
Appendix A: Net Metering Application & Compliance Form
Appendix B: Instructions for One-Line Diagram and Sample Diagram
Appendix C: Net Metering Authorization for Interconnection

18. Term of Agreement

This Agreement shall be and remain in effect until terminated by either Party on thirty (30) days prior written notice. The Customer's Electric Generation System or the Customer may be disconnected from the City's electric system at any time, without notice, if it is considered unsafe or, in the City's opinion, is having an adverse impact on the City's electrical system or other existing customers.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives.

Customer

City of Blanding

Signature

Signature

Print name

Print name

Date

Date

Appendix A: Net Metering Application & Compliance Form

This form must be filled out completely and submitted to West Coast Code Consultants (WC-3) along with all other required documents as explained in [Solar Permitting Guideline with Plan Review Agreement](#) for review and approval. After approval by WC-3, the customer must then submit those same documents to Blanding City before a Customer's renewable energy facility can be interconnected with City's distribution system. Please carefully review the City's policy on Net Metering Service at <https://www.blanding-ut.gov/> and the following application instructions for specific requirements.

A. Customer Information

Name: _____

Account Number: _____

Residential Customer Small General Service Customer

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service Address (if different from mailing address): _____

_____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

B. Installer Information

Company Name: _____

Installer Name: _____

_____ Installer Orientation Completed (Circle one)

YES

NO

C. Type of Service

Single Phase (120/240v)

3- Phase (120/208v)

Other – specify voltage

Single Phase (Voltage _____)

3-Phase (Voltage _____)

D. Equipment Information

Installation Type (check one) Solar Hydro Wind

Manufacturer: _____
Model Number: _____
Power Rating per Unit (DC Watts): _____
Total Number of Units: _____
Maximum System Output (DC Watts): _____

E. Inverter Manufacturer Information (if applicable)

Inverter Manufacturer: _____
Inverter Model Number: _____
Inverter Continuous AC Rating (AC Watts): _____
Total Number of Inverters: _____
Maximum Inverter Output (AC Watts): _____

F. Installation Information

- a. **Inverter**
Inverter Location (check one): Indoor Outdoor
Inverter Location(s) Description: _____
- b. **Location of AC Disconnect Switch:** _____
- c. **System Type (check one):**
 - Net Metering – Customer’s system is capable of back feeding through the utilities’ meter
 - Dedicated Circuit – Utility power is used for backup only
- d. **Battery Storage**

Will the generation system use a battery storage system? Yes No
Battery Manufacturer: _____
Battery Model Number: _____ QTY.: _____
Battery Voltages: _____ Amp Hours: _____
Battery Bank Voltages: _____ Amp Hours: _____

G. One-Line Diagram of Net Metering Facility and Interconnection

Attached is a sample one-line diagram of the Net Metering Facility and interconnection prepared in accordance with the instructions below. Please note it is only a very basic and simplified example. The Customer must submit a more thoroughly detailed diagram, meeting the criteria required in Appendix B.

The Customer hereby certifies, under penalty of perjury, that the information in this Application, the attached plans and project description, and any other information submitted in support of this application is true and correct. The Customer agrees that, in its construction and operation of the Electric Generating System, it will comply with the City’s service rules and regulations and Interconnection Standards and comply with all applicable laws and electric codes.

Customer Signature

Appendix B: Instructions for One-Line Diagram and Sample Diagram

The Customer's one-line diagram is one of the most important parts of the Net Metering Application. The one-line diagram is used by the City during the review and approval process, and again during field testing and meter installation.

A good diagram can greatly shorten the City review period and helps expedite the City's field testing and meter installation. Inconsistencies between the diagram and the actual installation as-built are cause for rejection at the final testing and meter installation.

The diagram does not need to be overly complex, but accuracy and clarity are critical. The sample diagram below is for a typical PV System and is very simple, but it contains the required technical information for the City. An accurate and complete connection diagram is also important because the design and installation of these systems is not routine.

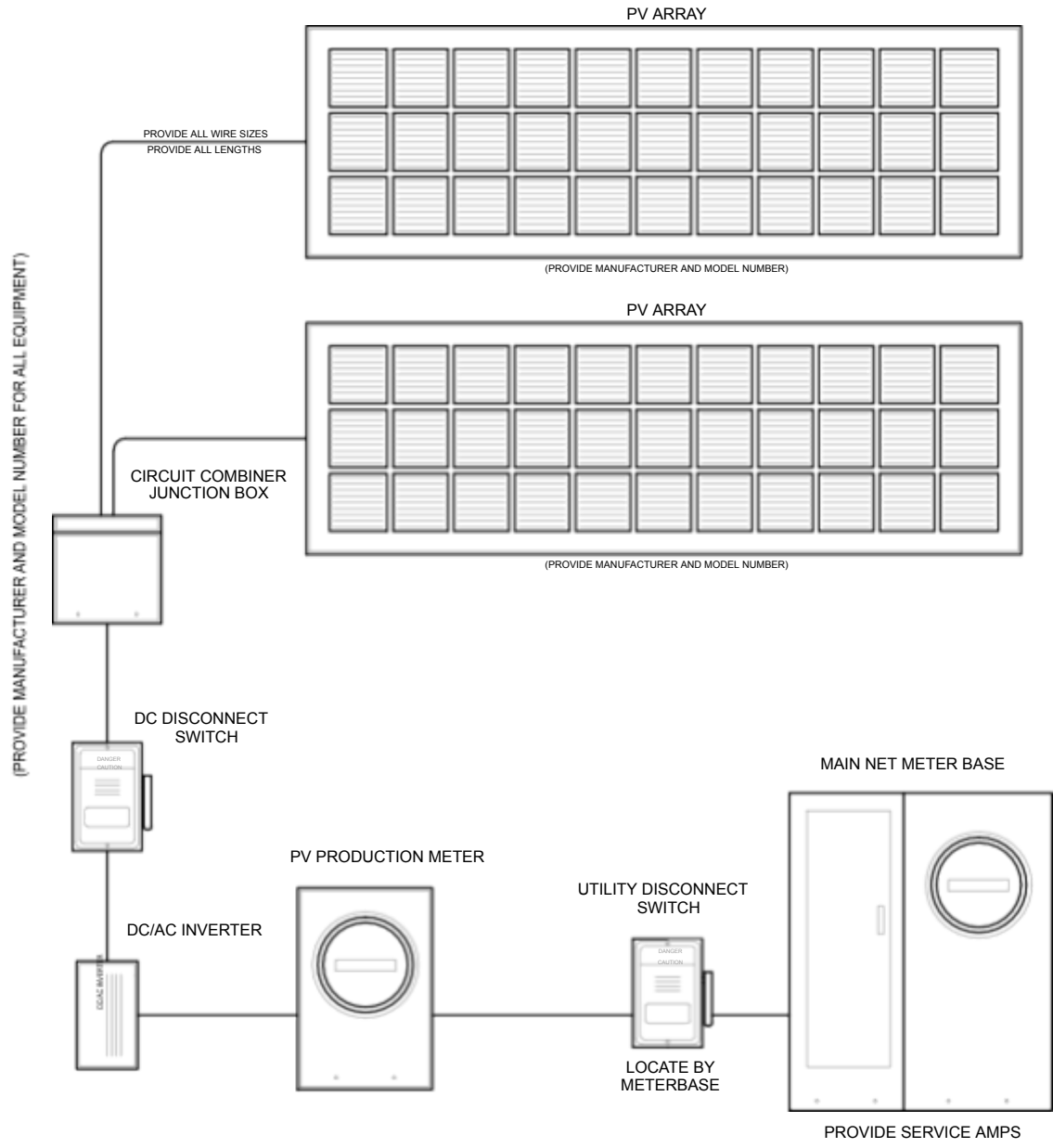
At a minimum, the one-line diagram must show how the system components are connected electrically and should show equipment part numbers and physical locations. Some of this may be on the application form as well, but having the information on a single document speeds the reviews and field inspections.

The one-line diagram should provide the following information:

- a. Generator (PV Panels, Wind Turbine, Hydro Turbine, etc.) - Include manufacturer, part number, nameplate maximum capacity (kW), and physical location. For modular systems (ex. pv panels), also include: number of modules, configuration, nameplate maximum capacity of each module, and total nameplate maximum capacity.
- b. Inverter - Include manufacturer, type or series, part number, serial number, nameplate maximum capacity (kW), output voltage, physical location.
- c. Disconnect Switch - Include the physical location relative to the City Net Meter.
- d. Electrical Service Panel - Include the panel or main breaker size and the position at which the generation is connected. Show all panels (if there are multiple panels or subpanels) even if not directly connected into the generation system.
- e. The City Net Meter - Include existing meter serial number, meter form, and class
- f. PV Production Meter Base - Include meter form, class, and physical location. Location within 5' of the City Net Meter.
- g. Other Related Equipment (battery banks, transfer or bypass switches, backup generators, etc.)

Sample Diagram Next Page

(Please note that the sample diagram is a very basic and overly-simplified example. The Customer must submit a more detailed diagram which meets the above criteria.)



NET METERING NOTES:

1. PROVIDE ALL WIRE SIZES AND LENGTHS
2. PROVIDE ALL PART MANUFACTURERS AND MODEL NUMBERS
3. PROVIDE SERVICE SIZE IN TOTAL AMPS
4. PROVIDE A GENERAL SITE PLAN DIAGRAM
5. PROVIDE ALL FUSE SIZES



**BLANDING CITY POWER
NET METERING DIAGRAM
TYPICAL NET METERING SYSTEM**

BLANDING CITY POWER
NET METERING
SCALE: NONE
DATE: 03/06/2024
REV: A

Appendix C: Net Metering Authorization for Interconnection

Customer Name

Installation Address

The Customer's Electric Generation System at the address listed above appears to comply with the requirements of the Net Metering Program Interconnection & Service Agreement. Therefore, the Customer is hereby authorized to connect the system to Blanding City's electrical system.

Authorized By (signature)

Printed Name

Printed Title

Date



Solar Photovoltaic (PV) System Permitting Guideline

This document is published to help guide applicants through the process of obtaining a permit through the City of Blanding for a solar photovoltaic (PV) and/or energy storage system (ESS). It is essential that the applicant educate themselves by reading [So You Want to Go Solar?](#) It is also essential that the applicant read and understand the [Blanding Net Metering Program Description](#) and [Net Metering Service Agreement](#).

Permitting and Inspections

The City of Blanding requires that all solar photovoltaic (PV) and/or energy storage systems be reviewed and permitted prior to the commencement of construction for the project. Proper plan review is essential for determining if a project meets applicable codes and requirements for a safe installation. It helps ensure that the proposed equipment is appropriate and will be installed correctly.

Please be aware that it is imperative that equipment is NOT purchased before a permit is approved and issued for a project. There are many types and brands of equipment available on the market that are not approvable and cannot be allowed to be installed. Waiting until after the plans are approved and the permit is issued helps ensure that the equipment proposed has been evaluated and deemed appropriate for the installation.

All solar PV and/or ESS project plan reviews will be conducted by a third-party code consulting company - West Coast Code Consultants (WC-3). The plans and documents (noted in this guideline) must be sent to permitdeskutah@wc-3.com for review (all documents sent in the same email please). In addition, the project documents must include a filled out and signed WC-3 service agreement, which is attached to the end of this document. The applicant will be responsible for making payment to WC-3 for the plan review, as noted in the agreement. After the plans have been reviewed and approved by WC-3 (and payment has been made by the applicant for the review), the approved plans will be sent back to the applicant so they can be submitted to the City for issuance of a permit. When submitting the approved plans to the City, the plans must also include a properly filled out and signed City permit application. Prior to final issuance of a permit, the permit fee must be made to the City.

After a permit is issued and the installation is complete, a site inspection by the Blanding City Building Department will be required, and can be scheduled by visiting [City Inspect Website](#). An additional inspection by the Blanding City Power Department is also required to be scheduled through the city by calling the Blanding City Offices at (435) 678-2791. The permit applicant, or their representative, must be on site for the inspection and have the tools available to open up equipment and remove covers

when deemed necessary by the inspector. A ladder must be provided by the Customer for the inspector. Any violations or issues encountered during the inspection must be corrected and re-inspected prior to approval of the project. When the inspection has been finalized and approved, notification will be given to the power department to set the NET meter at the service equipment.

Plans/Documents Required for Plan Review

This checklist is only a basic list of items needed for WC-3 **to begin** a solar PV and/or ESS system plan review and is **not** all inclusive. Having all the items listed on this checklist does **not** guarantee approval of the plans. Corrections, additional plans, information, and/or requirements may be requested or required by WC-3 in order to complete the review.

1. WC-3 service agreement that has been filled out with the appropriate information and signed by the applicant.
2. Site plan: A detailed site plan showing the location of the home, electrical meter service panel, any backfed sub-panelboards, and all PV and/or ESS system components on the property, and within the home, is required.
3. One-line diagram: A detailed one-line diagram is required and must show the type of PV system being installed, show the exact number and layout of solar panels and how they are connected together (or to equipment), wire sizes and types noted, how many wires per circuit, and conduit size and type for wiring between all components. Detailed info on the grounding wiring and connections is required. Also, the amp ratings of breakers and rating of panelboards must be noted on the diagram.
4. Electrical panel to be backfed: Note which home electrical panel the PV system will backfeed (be connected to) and give the location and amp rating of that panel. Please provide pictures of the main service panel (with the front cover open) and also provide a picture of its interior label. Please also provide photos of any sub-panels that will be backfed by the system as well as photos of the panel's label(s).
5. Production Meter: In addition to the Net Meter, a separate production meter for the PV system will be provided by the City at the Customer's expense (see Section 4 of the Net Metering Service Agreement). Please provide a production meter base that conforms to Blanding City specifications. The location of the production meter must be shown on the site plan and must be included on the one-line diagram.
6. Disconnect Switch: Provide a safety disconnect device capable of fully disconnecting and isolating the Solar PV System from the City's electrical

distribution system, and it must have the capability to be secured by padlock (see Section 3 of the Net Metering Service Agreement).

7. Signage: The plans must clearly specify all required signage required for the project.
8. Module (solar panel) spec sheets: Provide the PV module (solar panels) spec sheets showing the modules' STC rated watts (Pmp), volts (Vmp), amps (Imp), open circuit voltage (Voc), and short circuit current (Isc). Modules must also be shown to be listed and certified to UL 61730 or UL 1703.
9. Inverter spec sheets: Provide the inverter manufacturer spec sheets showing the output wattage, amperage, and voltage ratings. Inverters must be shown to be listed and certified per UL 1741. Utility tied inverters must also be listed as being "utility interactive."
10. Mounting system: Provide manufacturer's documentation for the racking support system to show how the system is listed and certified to UL 2703. Please be aware that you cannot build your own racking system, a UL 2703 listed support system is required for the supporting of the solar panels. The plans must also specify the required support spacing for the racking. Please specify on the plans if the home's roof rafters are engineered trusses or provide information on the type and size of the roof rafters if they are other than engineered trusses. Please also specify the type of roof covering for the home or building (shingles, metal, or tile) and note how many layers of the covering there are. Please be aware that an engineer's letter specifying the roof's rafters can safely handle the weight of the PV system may be required for the project, depending on the age and condition of the roof rafters.

If the racking support system is not roof-mounted and will be ground-mounted, then a detailed racking system structural design and layout must be provided. Many of the UL 2703 listed racking systems provide an online builder tool for the design of the racking system. Depending on the system chosen, a structural engineering design may be required for the ground-mount system.

11. System components: Provide information on the different types of components that will be used in the system and how they are to be installed. Also show that all equipment is listed and rated for the type of voltage (ac or dc), amount of voltage, and the amount of current that it could be subjected to.

Energy Storage Systems: If the customer chooses to install an energy storage system in connection with their solar PV system, the customer must provide the following documentation in addition to the above noted documents for a solar PV system:

1. Manufacturer documentation showing that the battery system is listed and certified per UL 9540. Any battery backup systems that are not listed per UL 9540 will not be accepted.
2. Manufacturer documentation showing that the batteries themselves are listed and certified per UL 1973 (for any non-lead-acid batteries).
3. Manufacturer documentation showing that the batteries have undergone UL 9540A fire testing, and such documentation must indicate in the allowable spacing of battery units.
4. Provide manufacturer cut sheets for the energy storage system to show the maximum rated input voltage, to show how many battery units can be connected to the system, and specifies the rated ac output amps for the system.
5. Provide installation instructions for the energy storage system.
6. A floorplan layout of the room/area where the batteries will be installed must be provided and it must be clarified if the room is unfinished. Any equipment associated with the system must have its location shown on the floorplan layout. Providing photos of the room or area where the system will be installed is also helpful. Please be aware that batteries cannot be located in any living or habitable space of a home and cannot be located in a room that opens up into a bedroom.
7. Show on the above noted floorplan the location of a smoke or heat alarm in the vicinity of the batteries. The alarm must also be noted to be interconnected with the alarms inside the home. Please be aware that only heat alarms are allowed in a garage, but no alarms are required for batteries located outdoors, or for batteries located in a building detached from the home. Manufacturer specifications of the alarm to be installed are also required to be provided.

For any questions regarding the plan review process provided by WC-3, or questions regarding requirements for the plans themselves, please contact WC-3's office at 801-547-8133.



AGREEMENT FOR PLAN REVIEW SERVICES

To whom it may concern:

The City of Blanding, Utah has asked that West Coast Code Consultants, Inc. (WC³) perform your **plan review**. As part of this service, we bill the project applicant directly. For our office to proceed in performing a plan review of your project please:

1. Complete the project information below,
2. Read through the remainder of the document,
3. Sign and date the Agreement, and...
4. Return it to our office via email at: PermitDeskUtah@WC-3.com

Applicant Name: _____ Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Project Name: _____ Site Address: _____

Project Basic Scope: _____

Please review the following information which describes the scope and intent of the plan review that our office will be performing. This form must be signed and dated before our office can begin the work.

I. Plan Review Services

1. Persons(s) performing plans examination services must possess and maintain certification as an International Code Council (ICC) Certified Building Plans Examiner.

II. Insurance

1. WC³ will maintain the following insurance policies throughout the duration of this Agreement for work performed on behalf of the local jurisdiction:
 - a. **Worker's Compensation Coverage** shall be maintained for all employees.
 - b. **General Liability Coverage** in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - c. **Professional Liability Coverage** in an amount not less than \$1,000,000 per claim and \$2,000,000 on a claims-made annual aggregate basis.



III. Schedule of Fees

1. The **plan review** for this project will be performed for a **lump sum fee of \$225.00**. The invoice will be submitted at the completion of the review and must be paid prior to the release of the final approved plans to the applicant. This considers a standard plan review turn-around of ten (10) business days.
2. Should you desire an **"expedited"** plan review please check the box next the signature line below which acknowledges that you are aware that the expedited review will be billed at a **lump sum of \$337.50**, or 150% of the standard review fee noted above. Expedited reviews will be completed within five (5) business days of receiving the construction documents. Again, if an expedited review is desired, please check the box at the bottom of this page.
3. The fees noted above will be billed at the time our initial plan review comments are issued. By signing this Agreement, the permit applicant agrees to pay the invoiced amount within thirty (30) calendar days of receipt and acknowledges that this fee must be paid prior to receiving the final approved plans from our office. If the project is cancelled, but WC³ has already begun the review, the permit applicant (who signs below) is still required to pay the fee noted above. Payments made after thirty (30) days are subject to a late payment penalty of five percent (5%) of the invoiced amount for each month outstanding until paid. The permit applicant shall be liable for all costs and expenses related to collection of past due amounts, including and without limitation, attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above in this Agreement.

WEST COAST CODE CONSULTANTS, INC.:

PERMIT APPLICANT:

Signature *Date*

Signature *Date*

Name and Title

Name and Title

Please check this box if an expedited review is desired. This acknowledges that you are aware of the additional fee to expedite the review.



RESOLUTION 04-09-2024-4

Resolution Accepting Change Order for Blanding City 2023-City Streets CO 2 Storm Drain

Whereas, the City of Blanding is committed to maintaining and improving its infrastructure to ensure the safety and well-being of its residents; and

Whereas, during the ongoing sewer project in Blanding City, a storm drain issue was discovered that requires immediate repair to prevent further damage and potential safety hazards; and

Whereas, it is necessary to approve a change order for Blanding City 2023-City Streets CO 2 to address the storm drain repair, as the issue was not initially accounted for in the project scope;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby accepts the change order for Blanding City 2023-City Streets CO 2 in the amount of \$89,762.55 to cover the repair of the storm drain discovered during the sewer project.

The City Council acknowledges the importance of addressing infrastructure issues promptly to maintain the integrity and functionality of the city's storm drainage system.

The City Council authorizes the Mayor or City Manager to execute the necessary documents to implement the change order and proceed with the storm drain repair project.

The City Council directs the City Manager to ensure that the storm drain repair project is completed efficiently and in accordance with all applicable regulations and standards.

The City Council further authorizes the allocation of funds from the appropriate budgetary sources to cover the cost of the change order.

NOW THEREFORE, BE IT RESOLVED BY THAT:

Blanding City

ADOPTED AND APPROVED this _____ day of _____, 2024.

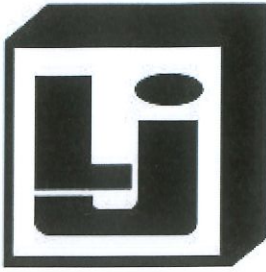


SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder



LeGrand Johnson Construction Co.
4910 Old Airport Road
Moab, Utah 84532

Phone 435-259-5809 Fax 435-259-5675

LeGrand Johnson Construction Co. is an Equal Opportunity Employer

To: Blanding City	Contact:
Address: 50 W 100 S Blanding, UT 84511	Phone: 435-678-2791
Project Name: Blanding City 2023-City Streets CO 2	Bid Number: 2600640
Project Location:	Bid Date: 3/27/2024

We are pleased to submit these prices for your consideration.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Mobilization	1.00	LS	\$1,038.94	\$1,038.94
	Junction Box	1.00	EACH	\$9,717.50	\$9,717.50
	Curb Inlet Catch Basin	1.00	EACH	\$11,500.00	\$11,500.00
	Remove Concrete Catch Basin	1.00	EACH	\$1,725.00	\$1,725.00
	Flowable Fill (Abandon Pipe And Cover Over New Pipe)	14.00	CY	\$345.00	\$4,830.00
	Remove Existing 24" Pipe And Backfill	381.00	LF	\$23.00	\$8,763.00
	Corrugated 24" HDPE Pipe	201.00	LF	\$130.79	\$26,288.79
	Corrugated 18" HDPE Pipe	269.00	LF	\$96.28	\$25,899.32

Total Bid Price: \$89,762.55

Notes:

- Prices may be withdrawn if not accepted within 15 days of receiving this proposal.
- Acceptance of quote based on mutually acceptable schedule.
- Permits, permit fees, signage, traffic control, engineering, construction staking, independent testing, and surveying are not included in this quote.
- Excavation and Stabilization of soft areas, if encountered, are not included. This work will be completed on a time and materials basis per the geotechnical engineer's recommendations.
- Work will be performed under frost-free conditions.
- We cannot guarantee complete drainage in areas that have less than 1.5% of fall.
- These bid conditions, in their entirety, will become a governing part of any contract or subcontract agreement. This shall be accomplished by including a copy of this proposal in the contract or subcontract agreement.
- Final billing will be based on actual quantities installed.
- No work other than what is specifically stated above is included, implied or assumed in the prices quoted.
- Estimate is based upon a 40 hour work week - overtime is not included.
- The above prices do not include Performance and Payment Bond. Add 1.5% if bond is required.

Payment Terms:

General Terms: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather, or delays beyond our control. Owner to carry fire, natural disaster and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance. We are not responsible for any hazardous materials encountered on this project.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within **15 days** of monthly billing date. In the event I do not pay for the labor and materials within **30 days** of monthly billing date, I agree to pay LeGrand Johnson Construction the maximum amount of interest allowable under Utah Law, not to exceed one and one-half percent (1 1/2 %) per month. In the event a dispute arises over payment of the labor and material under this proposal, or any other terms of the proposal, I agree to pay the attorney's fees and/or collection fees incurred by LeGrand Johnson Construction, if LeGrand Johnson Construction is successful in any such dispute.



ACCEPTED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
LeGrand Johnson

Authorized Signature: _____

Estimator: _____



RESOLUTION 04-09-2024-5

Resolution Adopting the Privacy Policy Statement

Whereas, the City of Blanding values the privacy and confidentiality of personal information collected from its residents and visitors through various channels and services; and

Whereas, the adoption of a comprehensive Privacy Policy Statement will provide clear guidelines and principles for the collection, use, and protection of personal information in accordance with applicable laws and regulations and in compliance with Utah Code Section 63D-2-103; and

Whereas, it is essential to establish trust and transparency in how the City of Blanding handles personal data and information to ensure the privacy rights of individuals are respected and upheld;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby adopts the Blanding City Privacy Policy Statement, as presented and reviewed, to govern the collection, use, and protection of personal information by the city.

The City Council recognizes the importance of safeguarding the privacy and confidentiality of personal information collected from residents, visitors, and users of city services, websites, and applications.

The City Council directs the City Manager to ensure the implementation and enforcement of the Privacy Policy Statement across all city departments and services.

The City Council authorizes the City Manager to make any necessary updates or amendments to the Privacy Policy Statement to ensure its compliance with evolving legal requirements and best practices.

The City Council further directs the City Manager to provide education and training to city employees regarding the provisions and requirements of the Privacy Policy Statement.

NOW THEREFORE, BE IT RESOLVED BY THAT:



Blanding City

ADOPTED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder



Privacy Policy Statement

In short: We care about your privacy, we use the minimal extent of information we need to provide you with services you requested, we safeguard your data and we do not monetize it or improperly share it.

In Detail: This Privacy Policy Statement is provided by Blanding City (“we,” “us,” or “our”) in compliance with Utah Code Section 63D-2-103. We are committed to protecting your privacy. This Statement explains how we handle your information when you visit this webpage and the forms linked to it. We want you to understand how your data may be collected, used, and secured.

When you visit our webpage we gather some basic cookie data. Certain applications on this website may require more personalized information such as: Name, phone, SSN, address, billing or bank information etc...

This information is only used for government and utility purposes. This includes helping users sign up for utilities, applying for work with the city, receiving business licenses, signing up for Blanding City Events, responding to requests, building permits and paying for other similar permits and fees. Cookies may be used to improve website functionality.

Only those involved in distributing permits, licenses and fees have access to your personal information. Forms you fill out are sent directly to those individuals. All of our forms are held by third party websites, such as Sportsmans (Wellness Center Software), Wufoo (Application Software) and City Xpress Bill Pay (Utility Payment Software). We pay each of these sites to store and protect your data received on these sites. You can view each of their privacy policies below:

Wufoo(Survey Monkey):

<https://www.surveymonkey.com/mp/legal/privacy/>

Sportsman(Peak Software Systems)

https://peaksoftware.com/privacy_policy.asp

Xpress Bill Pay (Xpress Solutions)

<https://www.xpressbillpay.com/privacy/>

Your records are not considered public information. Your Personal Identifiable Information (PII) may not be shared with a 3rd party unless required by law or with your approval. If you need a third party to have access to your information (Like HEAT assistance), you'll need to indicate that when providing us your information.

You have the right to access and correct your personal information on our system. This can be done easily by contacting our Front Desk.



If you have any questions or concerns, please reach out to us:

Phone: 435-678-2791

Email: cityoffice@blanding.city



RESOLUTION 04-09-2024-6

Resolution Authorizing the Tax Certificate and Agreement for UAMPS' Firm Power Supply Project

Whereas, the City of Blanding is committed to ensuring reliable and affordable power supply for its residents and businesses; and

Whereas, the Utah Associated Municipal Power Systems (UAMPS) has proposed the Firm Power Supply Project, which aims to provide dependable and cost-effective power supply to member municipalities, including the City of Blanding; and

Whereas, participation in the UAMPS Firm Power Supply Project requires the execution of a Tax Certificate and Agreement, which outlines the terms and conditions of the city's participation in the project;

Now, therefore, be it resolved by the City Council of Blanding:

The City Council hereby authorizes the Mayor or City Manager to execute the Tax Certificate and Agreement with UAMPS for the Firm Power Supply Project attached herein, on behalf of the City of Blanding.

The City Council acknowledges the importance of securing a reliable and cost-effective power supply for the city's residents and businesses through participation in the UAMPS Firm Power Supply Project.

The City Council directs the City Manager to ensure compliance with all obligations and responsibilities outlined in the Tax Certificate and Agreement, and to coordinate with UAMPS as necessary for the implementation of the Firm Power Supply Project.

The City Council authorizes the appropriation of funds, if necessary, to fulfill the financial obligations associated with the city's participation in the Firm Power Supply Project.

NOW THEREFORE, BE IT RESOLVED BY THAT:

Blanding City

ADOPTED AND APPROVED this _____ day of _____, 2024.



SIGNED:

Logan J. Monson, Mayor

ATTEST:

Trent Herring, City Manager/Deputy
Recorder

**TALKING POINTS RE PREPAY TRANSACTION
FIRM POWER SUPPLY PROJECT**

March 2024

OVERVIEW

- The Internal Revenue Code and US Treasury Regulations ("Tax Code and Regulations") contain special provisions that allow tax-exempt bonds to be issued to finance prepayments for natural gas and electricity. The prepay transactions are structured to convert the difference between the issuer's lower (tax-exempt) cost of funds and the prepaid energy supplier's higher (taxable) cost of funds into a discounted price for prepaid energy.
 - The initial discount is expected to be at least 8.0% and will be determined before closing.
 - The amount of the discount will be reset periodically over the term of the prepay (every five to ten years) when the bonds are refinanced.
- UAMPS will assign existing gas or electricity purchase agreements into the prepay transaction and the discount will be applied to the contract prices under these agreements.
- The Tax Code and Regulations require that the prepaid (discounted) gas or electricity (including electricity that is generated using prepaid natural gas as fuel) be used by UAMPS members to serve retail customers in their municipal utility service areas. This is referred to as the "Qualifying Use" requirement.
- The date of closing has not yet been determined but will likely take place in Q2 2024.
- The term of the transaction is thirty years.

CONTRACT STRUCTURE

- Southeast Energy Authority ("SEA") will issue bonds for a 30-year prepayment for gas or electricity from a special purpose entity ("Prepay LLC") organized by J. Aron & Company, the commodities affiliate of Goldman Sachs & Co.
 - UAMPS has no obligation on the bonds issued by SEA.
- UAMPS will assign previously-executed gas purchase or power purchase agreement(s) to J. Aron through a Limited Assignment Agreement ("LAA").
 - The LAA does not require any changes to the existing purchase agreement, but will be consented to by the seller.
 - The LAA is designed to leave the seller indifferent to the prepay. All interactions between UAMPS and seller remain the same.
 - The amount of gas or electricity purchases assigned to J. Aron under the LAA establishes the monthly cashflows required over the 30-year term of the prepay.
- UAMPS has already received approval from the Nebo Project to assign a 5-year gas purchase made to fuel the Nebo Power Plant into the prepay.
- UAMPS also seeks to assign the Red Mesa Power Purchase Agreement (PPA) and Steel Solar 1A and 1B PPAs into the prepay. The Red Mesa PPA will receive the prepay discount at the outset, and the Steel Solar PPAs receive the prepay discount in a couple of years after they have an established operational track record.
- UAMPS is assigning less than the total amount of anticipated solar generation from each PPA to allow for flexibility in operations.

- The term of the PPAs is shorter than the term of the prepay (25 years, versus 30 years). For the last approximately five years of the prepay, UAMPS will assign other power purchase agreements into the prepay to support the required monthly cashflows and to continue to receive the discount from the prepay.
- The LAA provides J. Aron “flash title” to the assigned gas or electricity, which is then delivered to Prepay LLC, which is then delivered to SEA, which then delivers the gas or electricity to UAMPS.
 - If the prepaid transaction terminates for any reason, the LAA also terminates and UAMPS and the seller are restored to their original positions.
- UAMPS will enter a “Commodity Supply Agreement” with SEA to purchase the gas or electricity from SEA at a discount.
- The bonds issued by SEA will need to be refinanced from time to time over the 30-year term of the prepay. When the bonds are refinanced, the discount available to UAMPS under the Commodity Supply Agreement will need to be reset.
 - Changes in market conditions could lead to a lower (or higher) savings for UAMPS.
 - The Commodity Supply Agreement will specify the minimum discount to be achieved for each reset period. If minimum is not achieved, UAMPS may choose not to take energy from the prepay project during the reset period.

QUALIFIED USE CERTIFICATE

- UAMPS has provided a resolution for the governing boards of the Firm Power Project Participants who have an Entitlement Share in the Red Mesa PPA and/or the Steel Solar 1A or 1B PPAs (“Participants”) to approve the form of a “Qualified Use Certificate” for the prepaid energy. **Please have the resolution approved, signed and returned to UAMPS by May 3, 2024.**
 - **Complete the resolution by filling in the date it was adopted on page 2. Please do not make changes to these documents without contacting UAMPS.**
 - **Do not complete or sign the generic form of the Qualified Use Certificate that’s attached to the resolution. We will send you a final, individualized Qualified Use Certificate a few weeks before the bond closing for execution.**
- The Qualified Use Certificate states that the electricity that the Participant receives from the prepay will be used to serve retail customers located in the established service territory of its electric utility system.
 - If, during the term of the prepay, a Participant uses the prepaid electricity for a non-Qualified Use, it agrees that it will cooperate with UAMPS to remediate the non-Qualified Use through its other power purchases from UAMPS.
- The Participant must also confirm in the Qualified Use Certificate that the amount of its historic electricity sales to its retail customers equals or exceeds the amount of prepaid electricity attributable to its Entitlement Share under the applicable PPA.

A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT
FOR UAMPS' FIRM POWER SUPPLY PROJECT; AND RELATED
MATTERS.

*** *** ***

WHEREAS, Blanding City, Utah (the "*Participant*") is a member of Utah Associated Municipal Power Systems ("*UAMPS*") and has previously entered into the Master Firm Power Supply Agreement with UAMPS that enables the parties to enter into firm transactions for the purchase and sale of electricity from specified power supply resources;

WHEREAS, pursuant to the Master Firm Power Supply Agreement (a) UAMPS has entered into the Second Amended and Restated Solar Power Purchase Agreement (the "*Steel Solar 1A PPA*") with Steel Solar, LLC and (b) the Participant has elected to participate in the Steel Solar 1A PPA pursuant to the Steel 1(A) Solar Project Firm Power Supply Agreement Second Amended and Restated Transaction Schedule (such Transaction Schedule and the Master Firm Power Supply Agreement are referred to collectively herein as the "*Firm PSA*") between the Participant and UAMPS;*

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to herein as the "*Prepaid Portion*"), UAMPS will participate in a prepayment transaction being undertaken by Southeast Energy Authority, a Cooperative District ("*SEA*") by (a) assigning its rights to a portion of the electricity to be delivered under the Steel Solar 1A PPA to the commodity supplier under the prepayment transaction and (b) entering into a Commodity Supply Contract (the "*Supply Contract*") with SEA under which it will purchase the assigned electricity from SEA at a price that reflects a discount from the contract price under the Steel Solar 1A PPA, and the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Steel Solar 1A PPA;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the "*Prepay Bonds*") with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Firm PSA and the Tax Certificate and Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF BLANDING CITY, UTAH, AS FOLLOWS:

Section 1. Approval of Tax Certificate and Agreement. The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. Authorized Officers; Final Changes and Dating. The Participant's Representative and Alternate Representative to UAMPS (the "*Authorized Officers*") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. Other Actions With Respect to the Tax Certificate and Agreement. The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Governing Body of Blanding City, Utah, this day,

_____.

BLANDING CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part 1 - Project Information

Blanding City (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **Blanding Municipal Airport**, (hereinafter called the “Airport”) located in **Blanding City, San Juan County**.

It is proposed that the Project consists of the following described airport improvements or development:

Blast Pad, Apron, and Taxiway Pavement Maintenance

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto: (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$200,000**. The requested State share is **\$180,000 (90%)**.

Other governmental agencies granting money to the project are

NONE

The Project engineer is intended to be Lochner.

The FAA Project No. is N/A (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$20,000** available for use in defraying its share of the Project.

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; (c) To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of

persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired,

or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) Airport vicinity zoning.

11. The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the

safety, utility, or efficiency of the Airport.

12. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

13. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

14. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

15. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

16. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever

is least.

17. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

18. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

19. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and material, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this _____ day of _____, 20_____.

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____
Recorder

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for _____
(herein referred to as the “Sponsor”) do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 20 ____.

Title _____

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

Finance