



CITY COUNCIL MEETING AGENDA

Mayor Logan Monson

Mayor Pro Tempore Cheryl Bowers
Council Member Chris Ewald
Council Member Len Gasser
Council Member Erik Grover
Council Member Kellen Nielson

Tuesday, June 28, 2022 at 7:00pm

50 West 100 South Street,
Blanding Utah 84511

Meetings are live streamed at:

www.youtube.com/channel/UCPzWdnJDcNhH31kvTjJ9N3w

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on June 28, 2022 at 7:00 pm at the City Office, located at 50 West 100 South Street.

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 June 14, 2022
- 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. City Manager, David Johnson | Pg. 8 |
| 4. Finance, Kim Palmer | Pg. 9 |
| 5. Public Works Project Status Report, Terry Ekker | Pg. 16 |

Business Items

- | | |
|-----------------------------------------------------------------------|--------|
| 1. Resolution 06-28-2022-1, USU MOU, JJ Bradford | Pg. 18 |
| 2. Resolution 06-28-2022-2, USU Land Exchange, Terry Ekker | Pg. 25 |
| 3. Resolution 06-28-2022-3, Fireworks Restrictions, Corey Spillman | Pg. 33 |
| 4. Resolution 06-28-2022-4, Natural Gas Rate, Kim Palmer | Pg. 36 |
| 5. Resolution 06-28-2022-5, Airport Advisory Committee, David Johnson | Pg. 39 |

Closed Session

Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character, professional competence, or physical or mental health of an individual;



to discuss collective bargaining; or to discuss the purchase, exchange, sale or lease of real property. *Utah Code 52-4-205*

Adjournment

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



CITY COUNCIL MEETING

Blanding City Office, 50 W 100 S, Blanding Utah 84511
Tuesday, June 14, 2022

Present:

City Mayor:

Logan Monson

City Councilmembers:

Len Gasser

Erik Grover

Kellen Nielson

Chris Ewald

Cheryl Bowers

City Manager:

David Johnson

City Finance Director:

Kim Palmer

City Community Development Director:

Bret Hosler

City Economic Development Specialist:

Pratt Redd

City Recreation Director:

David Palmer

City Police:

Chief Bradford

Others: None

Prayer was offered by Councilmember Nielson.

Declaration of Conflict: None

1. The Pledge of Allegiance was recited.
2. Councilmember Bowers moved to approve the minutes of the May 24, 2022 City Council Meeting and consent agenda. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. **Council voted unanimously.**

PUBLIC INPUT

None.

REPORTS

1. **Mayor Monson - None**

2. City Council -

Councilmember Grover reported that there is the potential for project funding through the San Juan Transportation District. More information will follow at a later date.

3. City Manager - David Johnson

- **Wellness Center Sprinkler System & Showers -**

A request for funding has been submitted to the Permanent Community Impact Board (CIB). It is anticipated that the City will receive a low interest loan rather than a grant. An additional request for funding has been submitted to USDA. This request is in a pending status to establish the eligibility of the request.

- **Deep Well -**

Mr. Johnson said that the Navajo Nation has offered to use their own funding for the West Water distribution system, leaving the \$1.8 million allocated to them by the State to be diverted to the City to complete the well and infrastructure related to it. This will make the total allocation to Blanding City \$3.5 million. This will also require changes to the MOU.

- **Natural Gas -**

Mr. Johnson reported that the natural gas rate has been locked in for 2 years at a rate of \$7.49. The current rate is \$2.43 set five years ago. Rates have been steadily increasing over the past several months.

4. Staff Reports

- a. **Finance Report - Kim Palmer**

Ms. Palmer stated that all accounts are within budget. She also presented the 2022 Fraud Assessment to the Council for approval. This is required each year and will be submitted to the State auditor office. Council gave advice and consent.

- b. **Recreation Report - David Palmer**

Mr. Palmer reported that there are more girls playing softball this year than last year. Several compliments on the upgraded fields have been received from the community.

- c. **Water Report - David Johnson**

Mr. Johnson asked Council to forward any questions regarding the report to Terry Ekker. He was unable to attend the meeting.

- d. **Police Report - Chief Bradford**

Chief Bradford told Council that UNHS has donated new thermal printers for the department. He expressed his appreciation to UNHS for the donation and their desire to service the community.

He also shared information regarding the recent active shooter training the department has had in recent weeks. When asked if children were involved he responded they were not. There is some controversy regarding having children involved in the training. When asked how to get that changed so children can

participate in a drill of some kind, Chief Bradford suggested school board members be approached. He also stated that officers are trying to spend time in the schools so the kids know who they are and a level of trust can be established.

Councilmember Grover asked if there was any training being offered at the schools regarding bike, skateboard or scooters? There has not been any training in several years, responded Chief Bradford. Mayor Monson will discuss the training with the school community council and see if something could be scheduled.

DISCUSSION ITEMS

1. Airport Advisory Committee - David Johnson & Bret Hosler

Mr. Johnson reviewed information from other airport advisory committees. He recommended the committee be made up of the following; 2 different aviation business seats, 2 at-large seats, 2 hangar tenants and the FBO. He also stated that at least four of the seven seats would be made up from Blanding City residents and the remaining seats may be filled by San Juan County residents who live within 25 miles of the City. During the discussion it was determined that terms on the committee would be 4 years. However the FBO will have a continuous seat.

PUBLIC HEARINGS

1. Community Impact Board (CIB) Application for the Wellness Center - David Johnson

Councilmember Grover made the motion to enter a public hearing for the Community Impact Board (CIB) Application Hearing. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously. Council entered a public hearing at 7:39 p.m.

There were no comments made.

Councilmember Grover made the motion to leave a public hearing. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously. Council left a public hearing at 7:40 p.m.

2. Fiscal Year 2022 Budget Adjustments - Kim Palmer Councilmember

Bowers made the motion to enter a public hearing. Councilmember Ewald seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously. Council entered a public hearing at 7:41 p.m.

Ms. Palmer briefly shared information regarding the amendments to the FY 2022 budget. There were no comments made.

Councilmember Grover made the motion to leave a public hearing. Councilmember Ewald seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously. Council left a public hearing at 7:43 p.m.

BUSINESS ITEMS

1. Mayor Pro-Tempore - Mayor Monson

Mayor Monson asked for Council's input in the selection of Mayor Pro-Tempore. Councilmember Grover nominated Councilmember Bowers. Council unanimously gave advice and consent. Councilmember Bowers will serve as Mayor Pro-Tempore.

2. Resolution 06-14-2022-1 Approving Temporary Use Mobile Home - Bret Hosler

Mr. Hosler shared information regarding the temporary use of a mobile home code to the Council. Kim Hawkins has requested a renewal of her temporary use for an additional two years. Mr. Hosler also shared that Ms. Hawkins has relocated the trailer to the back of her property. Council questioned if the location will still be easily accessible for emergency vehicles should there be a need. Mr. Hosler responded that it is accessible.

Councilmember Grover made the motion to approve Resolution 06-14-2022-1 Approving Temporary Use of Mobile Home. Councilmember Gasser seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

3. Resolution 06-14-2022-2 Fiscal Year 2022 Budget Adjustment - Kim Palmer

Ms. Palmer discussed the general fund adjustments to the FY2022 budget. The proposed adjustments were needed due to unforeseen expenses in equipment, IT repairs, and attorney fees. A transfer of revenue overage was also made to the capital projects fund for future projects. Councilmember Bowers requested that a breakdown of the savings transfer be included in the adjustment resolution in the future.

Councilmember Bowers made the motion to approve Resolution 06-14-2022-2 Fiscal Year 2022 Budget Adjustment. Councilmember Gasser seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

4. Resolution 06-14-2022-3 Adopting the FY2022-FY2023 Fiscal Budget - Kim Palmer

A total budget of \$14,986,701 was presented to Council for approval. The FY2023 budget is balanced and conservative stated Ms. Palmer. When asked why the budget for water was so much, Ms. Palmer stated that the Westwater project and the AMI project is included in the water fund.

Councilmember Nielson made the motion to approve Resolution 06-14-2022-3 Adopting the FY2022-FY2023 Fiscal Budget. Councilmember Bowers seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

5. Resolution 06-14-2022-4 Adopting the Fiscal Year 2023 Fee Schedule - Kim Palmer

Ms. Palmer told Council that the approval of the fee schedule is required by the State for each fiscal year.

Councilmember Grover made the motion to approve Resolution 06-14-2022-4 Adopting the Fiscal Year 2023 Fee Schedule. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

6. Resolution 06-14-2022-5 Natural Gas Rate Changes - Kim Palmer

Ms. Palmer requested that Council table this approval until the next meeting. An additional review of the changes is necessary, due to the recent lock in of rates.

Councilmember Grover made the motion to table item #6 on the agenda. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

7. Resolution 06-14-2022-6 Adopting the Certified Tax Rate - Kim Palmer

Ms. Palmer discussed the process for setting the certified tax rate. She told Council that as the value of property increases the rate actually drops, to keep revenues neutral. Changes to the rate to increase property taxes would require the City complete the truth in taxation process. The proposed new rate is .001658 and the new growth is \$1,504.

Councilmember Nielson made the motion to approve Resolution 06-14-2022-6 Adopting the Certified Tax Rate. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously.

ADJOURNMENT

Councilmember Gasser moved to adjourn the meeting. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion. Hearing none, he called for a vote. Council voted unanimously. Constituting all members thereof, Mayor Monson declared the motion carried.

Council adjourned the meeting at 8:17 p.m.

By:

Kim Palmer,, City Deputy Recorder

<https://www.youtube.com/watch?v=ZsEMK7PQ3gk>

City Council Project Status Report - 06.28.2022

Project	Status	Notes
Wellness Center Sprinkler System & Showers	Ongoing	<p>Staff submitted the CIB application for the Wellness Center. The City Council held a Public Hearing for that. We will now go before the board some time in August or September.</p> <p>Staff also submitted an application for a USDA Community Facilities grant. They are determining the eligibility of the project. They will let us know if we are project is eligible for this year's funding cycle or if we have to wait until next year's funding cycle, which starts in September.</p>
Deep Well	Ongoing	<p>Staff is working with Jones and DeMille to do design work through our service agreement. We received estimates for the deep well from them.</p> <p>We were informed that the Navajo Nation will now fund the entire \$5 million for the project infrastructure for the Westwater project. The state is working through the details and will then update the MOU to show that Blanding City will receive the full \$3.5 million in ARPA funding, which the State set aside for the project.</p> <p>This means that the project would now only have a funding gap of \$351K, rather than \$2.2 million. The State is working with the Church and other organizations to help fill that gap. The MOU was originally scheduled to come before the City Council during the June 28th meeting. However, we have not yet received an updated version since the news about the transition of funding. Once staff receives an updated version, we will review it and provided any needed feedback and changes and then bring it to City Council.</p>
Parks, Recreation, Trails & Open Space Master Plan	Ongoing	Survey was completed and now the consultant is going through that information and looking to the next steps of the process.
CDBG Grant	Submitted	The City's application was recommended for approval. Staff is now waiting on a contract from the state. After that is received, the City will send out an RFP.
Swallow's Nest	Ongoing	We did not receive the grant applied for. Staff is going to have those sprinklers turned off and eventually capped to prevent run-off into the building. We hope to replace the grass in the fall or next spring.
Airport Commercial Policies	Ongoing	Staff is researching airport committee structures to bring back to the City Council for discussion at a future meeting.
Sunrise Outfitting Requests	Ongoing	The City Council approved to move forward with Sunrise Outfitting. Their permit was approved. The City is waiting on cost estimates from Sunrise Outfitting to then put together an agreement. They are waiting until the water lines and sewer are completed.
UDOT TPA Grant	Approved	Blanding City was awarded a \$70,000 grant with a \$10,000 match to update its General plan, which is the overarching plan that ties all other master plans together. We are now going through processes with UDOT to move the project forward. We are waiting now to hear back from UDOT on the next steps, one of which will be the City sending out an RFP.



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Accounts Payable/Council Financial Report
Date: June 28, 2022

Department Review

All expenses were approved in the FY2022 budget.

City of Blanding
Invoice Register - 6/9/2022 to 6/22/2022 - All Invoices

6/22/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
06132022	ADAMS, FIELDING	51382	6/13/2022	6/13/2022	\$1,183.81			
					1,183.81	1053120	Fire VOLUNTEER FIRE	FIREFIGHTER STIPEND
06132022	BENALLY, SAGE	51383	6/13/2022	6/13/2022	\$101.18			
					101.18	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
06222022	BLACK, MEGAN	51400	6/22/2022	6/22/2022	\$250.00			
					250.00	1050310	Econ Dev & Visitor Cntr PROFE	4TH OF JULY
06132022	BOWRING, BRAXTON	51384	6/13/2022	6/13/2022	\$418.84			
					418.84	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
INV14167	BRODY CHEMICAL	51401	6/16/2022	6/16/2022	\$4,014.74			
					4,014.74	1066320	Wellness Center POOL EXPEN	POOL CHEMICALS
22F1230 PO# .	CHEMTECH-FORD LABORATORIES	51385	6/15/2022	6/15/2022	\$100.00			
					100.00	5140250	EQUIPMENT - SUPPLIES & M	WATER TESTING
06162022	CITY OF BLANDING	1969	6/16/2022	6/16/2022	\$8,877.18			
					8,877.18	103510	COURT FINES/FOREFEITURE	COURT TRANSFER
06132022	CLARKE, BYRON	51385	6/13/2022	6/13/2022	\$543.08			
					543.08	1053120	Fire VOLUNTEER FIRE	VOLUNTEER FIREFIGHTER
06132022	CLARKE, GABE	51386	6/13/2022	6/13/2022	\$402.84			
					402.84	1053120	Fire VOLUNTEER FIRE	VOLUNTEER FIREFIGHTER
06132022	EDWARDS, NATHAN	51387	6/13/2022	6/13/2022	\$358.60			
					358.60	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
06132022	EDWARDS, SYDNEE	51388	6/13/2022	6/13/2022	\$323.07			
					323.07	1053310	Fire PROFESSIONAL/TECHNI	WINTER FIRE SCHOOL
06132022	FELSTEAD, DUSTIN	51389	6/13/2022	6/13/2022	\$568.02			
					568.02	1053120	Fire VOLUNTEER FIRE	FIREFIGHTER STIPEND
06112022	FRONTIER COMMUNICATIONS	51390	6/11/2022	6/11/2022	\$91.66			
					91.66	1050280	Econ Dev & Visitor Cntr TELEP	VISITOR CENTER - 0310218
06132022	JACOBSEN, CHAS	51390	6/13/2022	6/13/2022	\$816.24			
					816.24	1053310	Fire PROFESSIONAL/TECHNI	FIRE FIGHTER STIPEND
2103	JOHNSON, PATTERSON & YELLOWH	51403	6/9/2022	6/9/2022	\$5,734.17			
					5,734.17	1045310	Attorney PROFESSIONAL/TEC	INVOICE
2124	JOHNSON, PATTERSON & YELLOWH	51403	6/20/2022	6/20/2022	\$7,750.00			
					7,750.00	1045310	Attorney PROFESSIONAL/TEC	INVOICE
2142	JOHNSON, PATTERSON & YELLOWH	51403	6/21/2022	6/21/2022	\$8,475.00			
					8,475.00	1045310	Attorney PROFESSIONAL/TEC	INVOICE
	Vendor Total:				\$21,959.17			
0128068	JONES & DEMILLE ENGINEERING, IN	51404	6/14/2022	6/14/2022	\$3,920.00			
					3,920.00	4040740	CAPITAL OUTLAY	WELLNESS CENTER SHOWE
06132022	JONES, RAELYNN	51391	6/13/2022	6/13/2022	\$62.12			
					62.12	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
06132022	LEE, MICHAEL	51392	6/13/2022	6/13/2022	\$42.59			
					42.59	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
06132022	MCARTHUR, RYAN	51393	6/13/2022	6/13/2022	\$303.54			
					303.54	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
06132022	MOON, TODD	51394	6/13/2022	6/28/2022	\$399.31			
					399.31	1053120	Fire VOLUNTEER FIRE	FIREFIGHTER STIPEND
813434	MOTOR PARTS	51372	6/9/2022	6/9/2022	\$50.61			
					50.61	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT

City of Blanding
Invoice Register - 6/9/2022 to 6/22/2022 - All Invoices

6/22/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
813598	MOTOR PARTS	51372	6/10/2022	6/10/2022	\$0.82			
					0.82	1066250	Wellness Center EQUIPMENT -	SUPPLIES & EQUIPMENT
813833	MOTOR PARTS	51405	6/14/2022	6/14/2022	\$1.99			
					1.99	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
813850	MOTOR PARTS	51405	6/14/2022	6/14/2022	\$7.29			
					7.29	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
813884	MOTOR PARTS	51405	6/14/2022	6/14/2022	\$159.30			
					159.30	5340250	EQUIPMENT - SUPPLIES & M	BUCKET TRUCK REPAIRS
813898	MOTOR PARTS	51405	6/14/2022	6/14/2022	\$193.38			
					193.38	1060250	Streets EQUIPMENT - SUPPLI	REPAIR SUPPLIES
813925	MOTOR PARTS	51405	6/15/2022	6/15/2022	\$26.28			
					26.28	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES & EQUIPMENT
814039	MOTOR PARTS	51405	6/16/2022	6/16/2022	\$6.99			
					6.99	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES & EQUIPMENT
814207	MOTOR PARTS	51405	6/17/2022	6/17/2022	\$6.59			
					6.59	1053250	Fire EQUIPMENT - SUPPLIES	SUPPLIES & EQUIPMENT
Vendor Total:					\$453.25			
S104739275.001	MOUNTAINLAND SUPPLY, LLC	51406	6/14/2022	6/14/2022	\$476.21			
					476.21	5140250	EQUIPMENT - SUPPLIES & M	EQUIP AND REPAIR SUPPLIES
06132022	O'DONNELL, MIKE	51395	6/13/2022	6/13/2022	\$1,231.54			
					1,231.54	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
INV188268	PACKARD WHOLESALE CO	ACH.0622220948.167	6/15/2022	6/15/2022	\$705.79			
					705.79	1066250	Wellness Center EQUIPMENT -	VENDING
RET104335	PACKARD WHOLESALE CO	ACH.0622220948.167	6/17/2022	6/17/2022	(\$71.19)			
					-71.19	1066250	Wellness Center EQUIPMENT -	VENDING
Vendor Total:					\$634.60			
06132022	PALMER, JOSH	51396	6/13/2022	6/13/2022	\$42.59			
					42.59	1053120	Fire VOLUNTEER FIRE	VOLUNTEER FIREFIGHTER
06222022	PETTY CASH	51407	6/22/2022	6/22/2022	\$700.00			
					700.00	1050310	Econ Dev & Visitor Cntr PROFE	4TH OF JULY - DIVING FOR D
06122022	PITNEY BOWES - LEASES	ACH.0622220948.180	6/12/2022	6/12/2022	\$155.25			
					155.25	5340250	EQUIPMENT - SUPPLIES & M	EQUIPMENT LEASE
06202022	PUBLIC EMPLOYEES HEALTH PROG	51408	6/20/2022	6/20/2022	\$19,130.39			
					19,130.39	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
857997	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/9/2022	6/9/2022	\$29.96			
					29.96	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
858012	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/9/2022	6/9/2022	\$42.34			
					42.34	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES AND EQUIPMENT
858020	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/9/2022	6/9/2022	\$25.36			
					25.36	1066320	Wellness Center POOL EXPEN	POOL REPAIR PARTS
858026	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/9/2022	6/9/2022	\$29.16			
					29.16	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES AND EQUIPMENT
858033	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/9/2022	6/9/2022	(\$0.40)			
					-0.40	1050260	Econ Dev & Visitor Cntr BUILDI	SUPPLIES AND EQUIPMENT
858069	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/10/2022	6/10/2022	\$19.97			
					19.97	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858071	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/10/2022	6/10/2022	\$31.99			
					31.99	1050260	Econ Dev & Visitor Cntr BUILDI	SUPPLIES AND EQUIPMENT

City of Blanding
Invoice Register - 6/9/2022 to 6/22/2022 - All Invoices

6/22/2022

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858084	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/10/2022	6/10/2022	\$21.35			
					21.35	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
858087	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/10/2022	6/10/2022	\$4.59			
					4.59	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858108	REDD'S ACE HARDWARE	ACH.0613221105.6056	6/10/2022	6/10/2022	\$21.13			
					21.13	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858185	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/13/2022	6/13/2022	\$5.99			
					5.99	1060250	Streets EQUIPMENT - SUPPLI	EQUIP AND SUPPLIES
858210	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/13/2022	6/13/2022	\$12.97			
					12.97	5140250	EQUIPMENT - SUPPLIES & M	EQUIP AND SUPPLIES
858232	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/13/2022	6/13/2022	\$11.99			
					11.99	5140250	EQUIPMENT - SUPPLIES & M	EQUIP AND SUPPLIES
858260	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/13/2022	6/13/2022	\$19.99			
					19.99	1060250	Streets EQUIPMENT - SUPPLI	EQUIP AND SUPPLIES
858283	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/14/2022	6/14/2022	\$30.00			
					30.00	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
858286	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/14/2022	6/14/2022	\$7.59			
					7.59	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES AND EQUIPMENT
858306	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/14/2022	6/14/2022	\$19.98			
					19.98	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858307	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/14/2022	6/14/2022	\$8.99			
					8.99	1044250	Admin EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858308	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/14/2022	6/14/2022	(\$4.00)			
					-4.00	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
858372	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/15/2022	6/15/2022	\$56.91			
					56.91	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
858382	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/15/2022	6/15/2022	\$23.99			
					23.99	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
858408	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/15/2022	6/15/2022	\$11.32			
					11.32	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
858430	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/15/2022	6/15/2022	\$1.39			
					1.39	1044250	Admin EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
858435	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/15/2022	6/15/2022	\$16.48			
					16.48	1050260	Econ Dev & Visitor Cntr BUILDI	SUPPLIES AND EQUIPMENT
858481	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/16/2022	6/16/2022	\$27.53			
					27.53	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
858778	REDD'S ACE HARDWARE	ACH.0622220948.6056	6/21/2022	6/21/2022	\$7.98			
					7.98	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
	Vendor Total:				\$484.55			
06162022	ROBINSON, CODY	1971	6/16/2022	6/16/2022	\$269.36			
					269.36	103510	COURT FINES/FOREFEITURE	REFUND OF OVER PYMT
06132022	ROCKY MOUNTAIN POWER	51375	6/13/2022	6/13/2022	\$10,650.16			
					10,650.16	4040740	CAPITAL OUTLAY	AWOS PROJECT
06132022	SPILLMAN, KOLEMAN	51398	6/13/2022	6/13/2022	\$683.32			
					683.32	1053120	Fire VOLUNTEER FIRE	FIRE FIGHTER STIPEND
3035	UTAH LIVE BANDS, LLC	51411	6/13/2022	6/13/2022	\$6,000.00			
					6,000.00	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY BAND - 2022 FIN

City of Blanding
Invoice Register - 6/9/2022 to 6/22/2022 - All Invoices

6/22/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
06162022	UTAH STATE TREASURER	1972	6/16/2022	6/16/2022	\$5,416.05			
					5,416.05	103510	COURT FINES/FOREFEITURE	JULY COURT REPORT
9907827817	VERIZON WIRELESS DATA	51412	6/22/2022	6/22/2022	\$792.75			
					295.01	1052280	Police TELEPHONE	DATA
					40.60	1053250	Fire EQUIPMENT - SUPPLIES	DATA
					317.12	5340250	EQUIPMENT - SUPPLIES & M	DATA
					140.02	5440250	EQUIPMENT - SUPPLIES & M	DATA
06152022	WALKER ENTERPRISES LW/CW LLC	51413	6/22/2022	6/22/2022	\$4,080.00			
					4,080.00	1065480	ParksRec OTHER SPECIAL DE	LAWN MAINTENANCE
191330	WATERFORD SYSTEMS	51414	6/13/2022	6/13/2022	\$447.52			
					447.52	5140250	EQUIPMENT - SUPPLIES & M	PREVENTATIVE MAINTENANC
06132022	WORKMAN, COREY	51399	6/13/2022	6/13/2022	\$264.48			
					264.48	1053120	Fire VOLUNTEER FIRE	VOLUNTEER FIREFIGHTER
Total:					\$96,648.01			
							GL Account Summary	
					19,130.39	102226	HEALTH INSURANCE PAYABL	
					14,562.59	103510	COURT FINES/FOREFEITURE	
					10.38	1044250	Admin EQUIPMENT - SUPPLIE	
					6,000.00	1044480	Admin OTHER SPECIAL DEPA	
					21,959.17	1045310	Attorney PROFESSIONAL/TEC	
					48.07	1050260	Econ Dev & Visitor Cntr BUILDI	
					91.66	1050280	Econ Dev & Visitor Cntr TELEP	
					950.00	1050310	Econ Dev & Visitor Cntr PROFE	
					65.67	1052250	Police EQUIPMENT - SUPPLIE	
					295.01	1052280	Police TELEPHONE	
					6,605.86	1053120	Fire VOLUNTEER FIRE	
					47.19	1053250	Fire EQUIPMENT - SUPPLIES	
					1,139.31	1053310	Fire PROFESSIONAL/TECHNI	
					331.72	1060250	Streets EQUIPMENT - SUPPLI	
					108.15	1065250	ParksRec EQUIPMENT - SUPP	
					4,080.00	1065480	ParksRec OTHER SPECIAL DE	
					635.42	1066250	Wellness Center EQUIPMENT -	
					4,040.10	1066320	Wellness Center POOL EXPEN	
					80,100.69		Total	
					14,570.16	4040740	CAPITAL OUTLAY	
					1,067.99	5140250	EQUIPMENT - SUPPLIES & M	
					631.67	5340250	EQUIPMENT - SUPPLIES & M	
					277.50	5440250	EQUIPMENT - SUPPLIES & M	
					\$96,648.01		GL Account Summary Total	

City of Blanding

FINANCIAL REPORT - MAY 2022

	Prior Year Period Actual	Current Year Period Actual	Period Budget	Notes
Change In Net Position				
Revenue:				
Property Taxes	\$ 276,810.00	\$ 308,104.00	\$ 275,000.00	
Sales Tax	\$ 794,241.34	\$ 902,961.00	\$ 733,465.83	18.77% more than anticipated
Room Tax	\$ 19,451.69	\$ 31,034.00	\$ 21,248.20	
Franchise Fees	\$ 18,481.43	\$ 17,717.00	\$ 11,550.00	
Licenses and permits	\$ 25,015.61	\$ 26,885.26	\$ 23,454.65	
Intergovernmental revenue	\$ 571,372.48	\$ 383,322.16	\$ 995,821.16	
Charges for services	\$ 23,526.92	\$ 33,395.19	\$ 23,039.16	
Fines and forfeitures	\$ 143,411.91	\$ 134,302.20	\$ 125,477.00	
Interest	\$ 42,434.05	\$ 45,142.49	\$ 36,212.00	
Wellness Center Revenue	\$ 151,273.88	\$ 155,657.29	\$ 154,624.20	
Sales/Property	\$ -	\$ 3,998.48	\$ 14,487.00	
Visitor Center	\$ 8,368.56	\$ 14,329.67	\$ 12,648.91	
Baseball Revenue	\$ 2,717.00	\$ 806.00	\$ 13,974.40	
Softball Revenue	\$ 5,820.00	\$ 5,870.00	\$ 7,141.99	
Soccer Revenue	\$ 7,234.20	\$ 3,465.00	\$ 8,489.81	
Football Revenue	\$ 2,538.47	\$ 1,615.00	\$ 5,712.00	
Volleyball Revenue	\$ 1,941.00	\$ 2,600.00	\$ 3,589.00	
Basketball Revenue	\$ 1,890.00	\$ 2,560.00	\$ 4,600.21	
Tournament Revenue	\$ -	\$ -	\$ 2,000.00	
Sundry Revenues	\$ 25,969.63	\$ 74,842.99	\$ 41,000.00	
Contributions and transfers	\$ 147,125.00	\$ 147,125.00	\$ 203,125.00	
Total Revenue:	\$ 2,269,623.17	\$ 2,295,732.73	\$ 2,716,660.52	
Expenditures:				
General government				
Council	\$ 10,755.52	\$ 13,199.72	\$ 17,272.00	
Court	\$ 107,465.06	\$ 119,466.50	\$ 109,592.00	
Administrative	\$ 338,432.73	\$ 87,452.08	\$ 433,592.00	Includes COVID expenses
Attorney	\$ 5,212.50	\$ 3,900.00	\$ 5,368.00	
Planning and zoning	\$ 54,620.33	\$ 60,115.45	\$ 56,150.00	
Police	\$ 470,302.76	\$ 596,650.44	\$ 741,180.00	
Fire	\$ 56,632.60	\$ 58,457.62	\$ 137,884.72	
Class C roads	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
Streets and shop	\$ 76,678.75	\$ 89,104.13	\$ 88,866.00	
Airport	\$ 9,868.42	\$ 17,958.62	\$ 15,473.00	
City Engineer	\$ 21,933.83	\$ 23,110.88	\$ 25,803.00	
Visitors Center	\$ 75,170.84	\$ 105,368.72	\$ 115,114.55	
Parks and recreation	\$ 207,863.19	\$ 220,759.32	\$ 204,299.53	
Wellness Center	\$ 285,646.10	\$ 317,090.07	\$ 348,607.64	
Total Expenditures:	\$ 1,820,582.63	\$ 1,812,633.55	\$ 2,399,202.44	

	Prior Year Period Actual	Current Year Period Actual	Period Budget	
51 Water Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 766,953.59	\$ 682,972.54	\$ 698,500.00	
Operating expense	\$ 948,212.23	\$ 965,301.15	\$ 914,486.85	
Total Income From Operations:	\$ (181,258.64)	\$ (282,328.61)	\$ (215,986.85)	
Depreciation added back in	\$ 551,242.43	\$ 542,137.13	\$ 490,633.00	
Net Income	\$ 369,983.79	\$ 259,808.52	\$ 274,646.15	
52 Sewer Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 503,896.36	\$ 499,254.77	\$ 491,062.00	
Operating expense	\$ 386,152.08	\$ 403,213.21	\$ 413,670.69	
Total Income From Operations:	\$ 117,744.28	\$ 96,041.56	\$ 77,391.31	
Depreciation added back in	\$ 117,077.51	\$ 116,981.70	\$ 107,283.00	
Net Income	\$ 234,821.79	\$ 213,023.26	\$ 184,674.31	
53 Electric Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 2,530,469.54	\$ 2,739,345.44	\$ 2,568,004.08	
Operating expense	\$ 2,359,744.44	\$ 2,512,518.91	\$ 2,266,663.31	
Total Income From Operations:	\$ 170,725.10	\$ 226,826.53	\$ 301,340.77	
Depreciation added back in	\$ 166,839.28	\$ 164,453.41	\$ 153,824.00	
Net Income	\$ 337,564.38	\$ 391,279.94	\$ 455,164.77	
54 Natural Gas Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 939,724.90	\$ 971,157.54	\$ 858,478.24	
Operating expense	\$ 774,182.51	\$ 754,604.60	\$ 680,872.74	
Total Income From Operations:	\$ 165,542.39	\$ 216,552.94	\$ 177,605.50	
Depreciation added back in	\$ 121,625.83	\$ 131,114.34	\$ 108,625.00	
Net Income	\$ 287,168.22	\$ 347,667.28	\$ 286,230.50	
55 Storm Water Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 135,651.15	\$ 135,314.52	\$ 135,476.00	
Operating expense	\$ 28,785.44	\$ 97,511.78	\$ 41,097.00	
Total Income From Operations:	\$ 106,865.71	\$ 37,802.74	\$ 94,379.00	
Depreciation added back in	\$ 18,898.77	\$ 88,408.87	\$ 17,325.00	
Net Income	\$ 125,764.48	\$ 126,211.61	\$ 111,704.00	
57 Solid Waste Fund				
Income or Expense				
Income From Operations:				
Operating income	\$ 226,017.93	\$ 241,129.05	\$ 232,177.00	
Operating expense	\$ 190,524.64	\$ 23,043.45	\$ 214,699.00	
Total Income From Operations:	\$ 35,493.29	\$ 218,085.60	\$ 17,478.00	
Depreciation added back in	\$ 541.09	\$ 541.09	\$ 495.00	
Net Income	\$ 36,034.38	\$ 218,626.69	\$ 17,973.00	



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: June 2022 Public Works Project Report
Date: June 28, 2022
Type of Item: Report

Background

Public Works Project Report

Budget Impact

NA

Department Review

Terry Ekker has compiled the update in the standard report format.

Recommendation

N/A

Attachments

June 2022 Public Works Project Report.



Public Works Project Report – June 2022

Westwater Power/Water Project

The primary metering cabinet is set. We will finish installing the meter when we have a load on the system from the NTUA side. There has been some delay on the Navajo Nation side of things, and we do not have an updated schedule for when NTUA will run the distribution to the homes in Westwater.

The design for the drilling of the deep well is nearing completion. We will not be able to move forward with the well drilling contract until funding is secured by others. The project schedule will now start to slip until funding is secured and committed to Blanding City. Once the well has been drilled and pump test, the design of the permanent infrastructure can continue.

Street Maintenance Project

We have completed the pavement surface survey and are working to establish project priorities/budgets and then move forward with project design, bid, and construction. We are evaluating the project schedule and the scope of work.

Water Master Plan Update

Water Master Plan is being presented to City Council tonight.

Natural Gas Master Plan Update

We are a little bit behind schedule on this project. I have a draft scope of work and expect to finalize the scope of work and get an RFP put together for the selection of a consultant to complete the study as soon as possible.

Natural Gas Compliance Audit Update

All corrections to NOPV's were made with the exception of the new Part 114 requirements. On those, we requested a few months to research and incorporate the new requirements into our operating plan.



CITY COUNCIL MEETING - STAFF REPORT

Author: JJ Bradford, Police Chief
Department: Police
Subject: Memorandum of Understanding with Utah State University (USU)
Date: June 28, 2022
Type of Item: Resolution

Background

Utah State University (USU) is requesting that we enter into a Memorandum of Understanding to help them be in compliance with Federal statutes. USU is mandated to report specific crimes. As the investigating agency, Blanding City Police will share the required information with USU.

The specific crimes and information that require reporting are identified in the MOU agreement. This agreement does not ask for Blanding City Police to provide any additional services beyond what we have already been providing to USU.

Budget Impact

There is no direct budget impact.

Department Review

Police & Administration

Recommendation

Staff recommends approval of Resolution 06-28-2022-1

Attachments

Resolution & MOU



RESOLUTION NO. 06-28-2022-1

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH UTAH STATE UNIVERSITY BLANDING FOR POLICE SERVICES

WHEREAS, Utah State University (USU) requested a Memorandum of Understanding for Police services to insure their compliance for proper reporting; and

WHEREAS, USU is mandated to report specific crimes to meet Federal compliance measures; and

WHEREAS, Blanding City is the investigating agency and seeks to provide proper reporting that may assist in taking measures to prosecute and/or prevent crime within the community of Blanding City to ensure public safety and a positive quality of life; and

WHEREAS, the MOU does not require Blanding City Police to provide any additional services beyond what we have already been providing to USU;

NOW THEREFORE, BE IT RESOLVED the City Council has thoroughly reviewed said MOU and agrees that entering into such agreements will help further the development of the area and maintain growth throughout Blanding

PASSED on the 28th of June, 2022

**BLANDING CITY
A UTAH MUNICIPAL CORPORATION**

Logan J. Monson, Mayor

Attest: _____
David S. Johnson, City Manager/Recorder

MEMORANDUM OF UNDERSTANDING

I. PARTIES

This memorandum of understanding (“MOU”) is made and entered into effective June 28, 2022, by and between Utah State University (“USU”), including Utah State University Eastern, the USU Police Department (“USUPD”), and the USU Office of Equity; and the Blanding City Police Department (“BCPD”). BCPD is referred to as a “Policing Agency” for purposes of this MOU.

The individuals listed below are designated by their respective agencies to serve as a point of contact for purposes of complying with this MOU, unless otherwise agreed. Each Party will inform all other Parties to this MOU in writing if the Party designates a new point of contact and circulate an updated contact list to all Parties

ENTITY	POINT OF CONTACT	PREFERRED CONTACT EMAIL/PHONE
Utah State University Blanding	Kristian Olsen	
Blanding City Police Dept.	JJ Bradford	

II. DEFINITIONS

As used in this MOU:

“**Covered Crime**” means a crime required to be reported in USU’s “Annual Security Report” under the federal Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”). These crimes include: murder, manslaughter, sex offenses (rape; fondling; incest; and statutory rape); robbery; aggravated assault; burglary, motor vehicle theft, arson, dating violence, domestic violence, stalking, liquor law violations, unlawful weapons possession, drug abuse violations, and hate crimes. *See* 20 U.S.C. § 1092(f)(1)(F).

“**Sexual Misconduct**” means any crime that is related to (1) a sex offenses (as defined in this Section II), dating violence, domestic violence, and sex-based stalking; and (2) any other unwelcome sex-based conduct. Sexual Misconduct includes sexual harassment (quid pro quo or hostile environment) and sexual assault (sexual act(s) or attempted sexual act(s) directed against another person without their consent, including instances where the person is incapable of giving consent because of their age or because of a mental or physical incapacity).

III. PURPOSE

The purpose of this MOU is to coordinate efforts and promote effective communication between USU and the Policing Agencies serving the USU Blanding community to most effectively: comply with federal crime reporting statutes; respond to reports of Sexual Misconduct and/or Covered Crimes; assist and support victims of Sexual Misconduct and other crimes; reduce the occurrence of crime on the USU

campuses and in surrounding communities; and, generally, to better ensure the safety of the USU campuses and surrounding communities.

The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

IV. FIRST RESPONSE AND INVESTIGATORY RESPONSIBILITIES:

A. First Response Responsibilities: Each Party acting as a First Responder will respond consistent with best law enforcement practices, including ensuring appropriate treatment of victims and witnesses of the crime, following best practices regarding preservation of evidence, coordination with law enforcement to maintain chain of custody, assisting victims of sexual assault obtain a forensic sexual assault examination, and further ensuring compliance with the procedures described in this MOU.

B. Neutrality: Each Party exercising investigatory responsibility will investigate the incident in a neutral manner and will employ no preference to any individual based on the individual's status or association/identification within a particular group or entity.

V. REPORTING AND INFORMATION SHARING:

The Parties agree to the procedures regarding sharing reports of Covered Crimes and Sexual Misconduct outlined below. In sharing such reports, the Parties will comply with the confidentiality requirements described in Section VI.

A. Collection of Aggregate Data for Clery Purposes: Pursuant to the Clery Act, USU collects and reports aggregate data concerning reported incidents of Covered Crimes that occur within specified jurisdictional areas. To enable USU to meet its reporting obligations under the Clery Act, BCPD will provide the requisite data disclosing the number of each Covered Crime reported within the Policing Agency's jurisdiction when requested, which will be at minimum on an annual basis, to USU.

B. Reports of USU Involvement. Unless a victim requests confidentiality, the Policing Agency with operational responsibility over a reported crime will notify USU when a student or employee is identified as a victim or suspect of Sexual Misconduct and/or a Covered Crime. Where allowed, and if known, the notification to USU will disclose:

- the name and/or physical characteristics of the victim;
- the name and/or physical characteristics of the alleged perpetrator, if known;
- a description of the incident, including location, date, and time of the incident; and
- the report or case number assigned to the incident by the jurisdictional agency.

In providing the above-described notice and information, the Policing Agency will contact USU's above-named designee directly as soon as practicable.

C. Clery Warnings: Consistent with the Clery Act, USU issues Timely Warnings in response to reports of Covered Crimes if USU's Director of Public Safety, or their designee, determines the reported conduct represents a serious or continuing threat to students or employees. Consistent with the Clery Act, USU also issues Emergency Notifications to the campus community in response to significant emergencies or dangerous situations involving an immediate threat to the health or safety of students or employees.

To facilitate the issuance of Clery-required Timely Warnings and Emergency Notifications, the Policing Agency agrees to coordinate information sharing as described in Section V.B and otherwise where the Policing Agency has information relevant to USU Blanding's campus safety. The Parties acknowledge that, in limited instances, USU's obligations may necessitate the issuance of warnings/notifications prior to USU obtaining approval of the Policing Agency. However, USU will, in each case, endeavor to inform the involved Policing Agency exercising jurisdiction over an incident of its decision to issue a warning or notification in response to that incident in a timely manner.

D. Reports of Incidents to Law Enforcement: USU will notify individuals who report a crime to USU of their ability to report to law enforcement and seek criminal prosecution, and that such a report to law enforcement may be made at any time. USU will further offer to and, where requested, assist a victim or witness who wishes to report an incident to law enforcement with the reporting process.

E. Notification of Pending Matters to USU: To the extent allowed under federal and state law, the Policing Agency agrees to inform USU if they are aware of any pending criminal proceedings involving a student or employee of USU in a jurisdiction outside of any of the Parties of this MOU, so that USU may request any public records of the incident.

VI. VICTIM CONFIDENTIALITY, INTERVIEWS, & ASSISTANCE

The Parties will comply with applicable law and guidance regarding anonymous and confidential reporting of crimes, including when, how, and what information can or must be disclosed to local law enforcement officials or USU officials.

A. Communications Between Parties: The Parties agree that if an individual requests confidentiality when reporting a crime, the Parties will take all reasonable steps to comply with the victim's request or will inform the victim if and why they cannot ensure confidentiality or comply with a request for confidentiality.

B. Resources for Victims: A Party receiving a report of Sexual Misconduct or other crime from a victim will ensure the victim knows of the right to report the crime to law enforcement and will assist victims who wish to report to do so promptly, in order to best facilitate preservation of evidence and an effective response by law enforcement. The Party will also notify the victim of their reporting options, including the right to report to or file a complaint with USU and to file a criminal complaint with a Policing Agency or other law enforcement agency.

C. Informational Materials: USU will develop and share with the Policing Agency informational materials that provide victims with the appropriate points of contact, on- and off-campus, for reporting incidents of Sexual Misconduct and other crimes, specifying the points of contact for making a confidential disclosure. Once developed and shared, the Parties agree to share the information materials with victims and with the campus community.

VII. COMMUNICATION AND COORDINATION

A. Independent Obligations to Investigate: The Policing Agency acknowledges that, once USU becomes aware of certain crimes affecting the campus community, USU has obligations to take prompt, equitable, and appropriate administrative action to investigate, independent of any investigation by the Policing Agency. USU acknowledges that the Policing Agency may conduct an investigation of an incident

of a Covered Crime, including sex offenses, stalking, and dating and domestic violence, independent of any campus administrative proceeding.

B. Coordination During Ongoing Investigation: When the Policing Agency conducts an investigation involving a USU student or employee, the Policing Agency will make reasonable efforts to provide key updates to USU regarding the status of the Policing Agency's active investigation, including the result of a criminal investigation and whether any charges have been filed.

USU agrees that if the Policing Agency is investigating a reported crime, USU will temporarily delay the fact-finding portion of its administrative investigation during the Policing Agency's initial evidence gathering process, if the Policing Agency requests such a delay. In the event of a delay, USU may request reasonable timelines by which the Policing Agency will take the specific investigatory step(s) in question. During any requested delay of USU's fact finding process, the Parties agree that USU is not precluded from providing parties with information about their reporting options, the resources available to students involved in the pending investigation, or taking interim actions necessary to ensure the safety of the victim and/or the campus community. Further, the Parties acknowledge that, in cases of delay in the Policy Agencies investigation, whether on the part of the victim, suspect, or other element of investigation, or in cases of unidentified or non-participating victims, USU may need to move forward with reasonable speed to complete the administrative investigation.

Consistent with federal law and USU policy, USU will disclose the final results of a disciplinary proceeding when the Policing Agency requests such information, if USU determines that a student is found responsible of a policy violation that includes a crime of violence or non-forcible sex offense, unless otherwise prohibited by law. In these circumstances, the disclosure may be made with or without the consent of the victim, and regardless of whether the victim pursues criminal charges.

C. Meeting; Assessment; and Accountability. On at least an annual basis, the leadership from each of the Parties will meet to discuss the following:

- data and analysis about current trends and patterns in sexual assaults and other violent crimes both on and off campus;
- known feedback from victims regarding victims resources and services;
- evolving best practices regarding victim support and services;
- any new or recently discovered resources for victims;
- whether each of the Parties complied with the terms of this MOU and, if not, why; and
- other topics relevant to the Parties' collective efforts of crime reporting and prevention and information sharing.

D. Sexual Misconduct Prevention Training and Outreach. USU may develop and host specialized, trauma-informed trainings, and periodic follow-up instruction, regarding responding to and investigating Sexual Misconduct in an effective and bias-free manner, including forensic interviewing and evidence gathering techniques, as well as trauma-informed and bias-free investigative skills. The Parties agree that any individuals employed by the Parties who may be required to conduct an investigation in response to a reported Sexual Misconduct incident will participate or view these training.

Such training will include:

- relevant reporting requirements of each of the Parties;

- pertinent information about all applicable confidentiality and privacy statutes, regulations, and policies that may pertain to such reporting;
- investigation best practices for matters involving Sexual Misconduct and the prevalence of bias in Sexual Misconduct investigation and disciplinary proceedings; and
- other topics determined to be particularly relevant to the local community regarding sexual assault.

E. Sexual Assault Response Team. The Parties agree to support in the development of, or participate in, an existing interdisciplinary Sexual Assault Response Team (SART) or similar organization within their respective communities.

VIII. MISCELLANEOUS

This MOU is effective upon signature by a representative for each of the Parties

The initial term of this MOU will commence on the date of last signature and will continue for a one (1) year period. The initial term will automatically extend for additional one (1) year period thereafter.

Any party may elect to terminate the all or some of the terms of this MOU by providing written notice of such election to the individual designated as the point of contact for each remaining Party.

This MOU may be executed in counterparts.

Each Party agrees to bear the costs of their own expenses, if any, associated with the compliance of this MOU, unless otherwise agreed by the Parties.

Each Party agrees to act in good faith to observe the terms of this MOU; however, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party. Nothing in this MOU shall be interpreted to limit or restrict each of the Parties' legal, jurisdictional, or other rights or obligations with respect to the subject matter of this MOU.

No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

USU Representative Signature

Date

USU Representative Name

BPD Representative Signature

Date

BPD Representative Name



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: USU/Blanding City Land/Easement Exchange
Date: June 28, 2022
Type of Item: Resolution

Background

Blanding City has been working with USU to facilitate a land/easement exchange. Blanding City owns a narrow strip of real property along the south and east property line of the "Kedric Redd Parcel" located west of the USU property formerly held by ShopKo. The property that we own is too narrow for the utilities that we have currently in place. We need a larger easement. USU does not want to have their property negatively encumbered by a narrow strip of land between the two parcels by another entity (Blanding City).

We have developed a solution where Blanding City will sell 6,336 square feet of land to USU for full market value. USU will sell a utility easement for 10,428 square feet of land to Blanding City for ½ full market value (normal pricing for easements). This should proposal benefits both Blanding City and USU.

Budget Impact

The net position is \$6,101.57 for the USU purchase - \$5,026.30 for the Blanding purchase = \$1,075.27 that USU will owe Blanding City.

Department Review

The City Administrator and City Attorney have reviewed and approved the exchange.

Recommendation

A motion to approve Resolution 06-28-2022-1 will allow city staff to move forward with the exchange.

Attachments

Resolution 06-28-2022-1
Utility Easement Agreement
Real Estate Purchase Contract



RESOLUTION 06-28-2022-2

USU/Blanding City Land/Easement Exchange

RESOLUTION APPROVING BLANDING CITY TO EXCHANGE LAND WITH USU FOR AN EASEMENT ADJACENT TO THE KEDRIC REDD PROPERTY ALONG 200 WEST BEHIND THE OLD SHOPKO BUILDING

WHEREAS, Blanding City owns a narrow strip of land intended for a utility easement; and

WHEREAS, USU desires to acquire real property from Kedric Redd and would be negatively impacted by having a narrow strip of land owned by Blanding City between the two parcels; and

WHEREAS, Blanding needs a larger easement than the property which is currently owned by the City and is willing to purchase 10,428 square feet at \$0.482/square fee (Half Market Value) for a total of \$5,026.30; and

WHEREAS, USU is willing to purchase 6,336 square feet at \$0.963/square feet (Full Market Value) for a total of \$6,101.57; and

WHEREAS, The net position is \$6,101.57 (USU purchase) - \$5,026.30 (Blanding purchase) = \$1,075.27 (USU still owes).

THEREFORE, Blanding City Council authorizes Blanding City staff to execute attached Utility Easement Agreement and Real Estate Purchase Contract.

ADOPTED, AND APPROVED this 28th day of June 2022.

SIGNED:

Logan Monson, Chair

ATTEST:

David S. Johnson, City Manager/Recorder

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT ("Agreement"), dated as of _____ ("Effective Date") is entered into between UTAH STATE UNIVERSITY ("**Grantor**"), an institute of higher education in the State of Utah, having an address of 1445 Old Main Hill, Logan, UT 84322 and Blanding City ("**Grantee**"), Utah municipal corporation having an address at 50 West 100 South, Blanding, UT 84511. Grantor and Grantee each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Grantor has purchased from Grantee the land referenced in this Agreement to establish a right of way between two land parcels owned by Grantor;

AND, WHEREAS, Grantee has pre-existing underground utility lines on the land referenced in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. Grant. Grantor hereby conveys and conveys to Grantee, its heirs, successors, and assigns a perpetual utility easement and right of way upon, under, across, and through the "Easement Area" as particularly described on Exhibit A, attached hereto and incorporated in its entirety, for the following purpose: installing, constructing, maintaining, repairing and replacing thereon, underground power and gas lines (the "Easement"). Grantee shall have all rights of ingress and egress reasonably necessary or convenient for the full and complete use, occupation, and enjoyment of the easement granted hereby, and all rights and privileges incident thereto. In consideration for the Easement, Grantee shall pay to Grantor a fee of Five Thousand Twenty-Six Dollars and Thirty Cents (\$5026.30), which shall be due and payable within thirty (30) days of the Effective Date of this Agreement.

2. Improvements.

2.1. **Restrictions.** Grantee may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**"), upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, use and enjoyment of Grantor's property.

2.2. **Plans.** Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

2.3. **Construction Requirements.** Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

2.4. **Costs/Lien-Free Construction.** Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's property, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Grantor's property as a result of the Easement or Grantee's activities in the Easement Area, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

3. **Maintenance and Repair.** In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed immediately prior to Grantee's exercise of such rights, including, without limitation, backfilling and compaction of any excavation areas, and the reasonable repair of any landscaping or surface improvements damaged as a result of Grantee's exercise of such rights.

4. **Reservation of Rights.** All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor. Grantor shall have the right to grant additional easement rights in the Easement Area, provided that the same shall not interfere with, or otherwise adversely affect any of Grantee's rights herein. Grantor reserves the right to use its property that is associated with the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

5. **Transferability.** The Parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio.

6. **Default and Remedies.** In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party is in material breach of any provision herein. Termination will be effective thirty (30) days after such written notice, unless Licensee cures the default/breach identified in the notice within the thirty-day period.

7. **Insurance.** Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from a reputable insurer, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Area in amounts commercially and

reasonably sufficient to cover the activities of the Grantee within the Easement Area. Grantor and its agents, contractors, tenants, and any other third parties required by Grantor, shall be named as additional insureds on such insurance policies. Prior to making any entry onto Grantor's property, Grantee shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to Grantor; and (b) proof of payment of the insurance premium.

8. Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of the Easement or all of the improvements within the Easement Area for a period of six (6) consecutive months, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 16, "abandon" shall mean non-use of the easement or improvements.

9. Liability.

9.1. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

9.2. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

9.3. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area.

10. Miscellaneous.

10.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

10.2. Compliance with the Law. Grantee agrees to comply with the applicable laws, statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time in its exercise of rights set forth in this Agreement.

10.3. Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing Party in any such dispute shall pay the prevailing Party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing Party. In the event that neither Party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

10.4. Government Records and Management Act. Grantee acknowledges that Grantor is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within GRANTOR's possession or control, including without limitation, the Agreement may be subject to public disclosure; and that GRANTOR's confidentiality obligations shall be subject in all respects to compliance with GRAMA.

10.5. Governmental Immunity. Grantee further acknowledges that Grantor is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by GRANTOR of any protections, rights, or defenses applicable to GRANTOR under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of GRANTOR to incur by contract any liability for the operations, acts, or omissions of Grantee or any third party and nothing in the Agreement shall be so interpreted or construed. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

10.6. Notice. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.

10.7. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

10.8. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

10.9. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

10.10. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

10.11. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

--SIGNATURES ON NEXT PAGE--

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the Effective Date.

GRANTOR

UTAH STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

GRANTEE

BLANDING CITY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH _____)
:ss.

COUNTY OF _____)

On the _____ day of _____, _____, personally appeared before me _____ and _____, ☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

Residing at: _____

My Commission Expires: _____

STATE OF UTAH _____)
:ss.

COUNTY OF _____)

On the _____ day of _____, _____, personally appeared before me _____ and _____, ☐ personally known to me or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

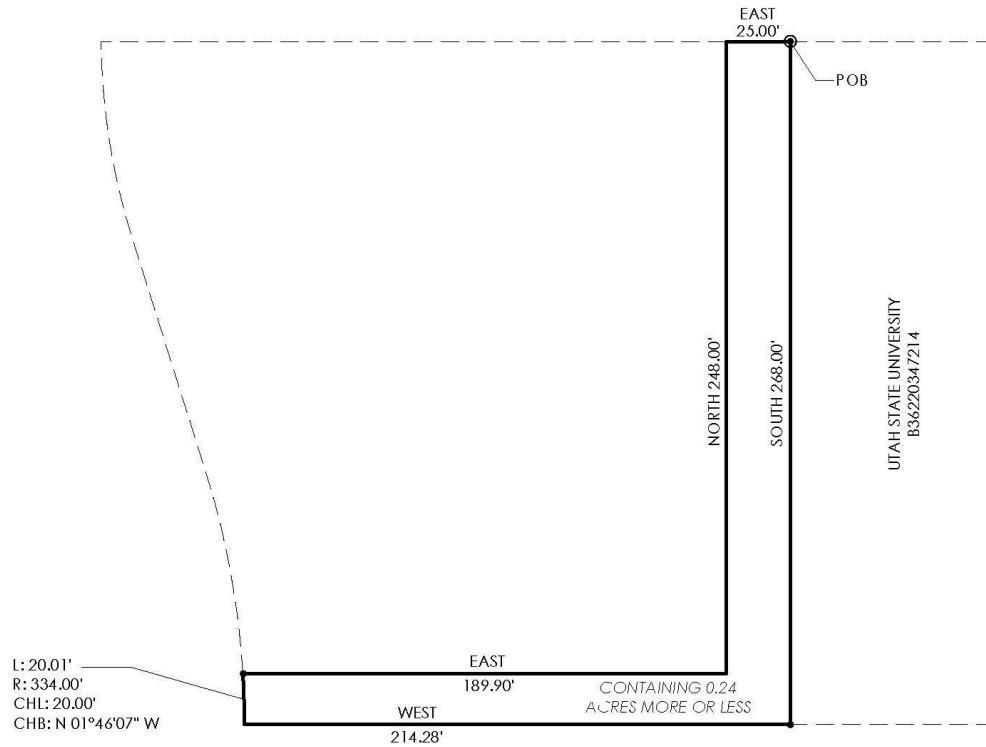
WITNESS my hand and official seal.

NOTARY PUBLIC

Residing at: _____

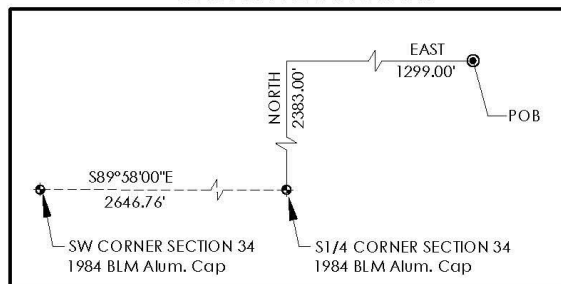
My Commission Expires: _____

EXHIBIT A



A TRACT OF LAND WITHIN THE SE 1/4 OF SECTION 34, TOWNSHIP 36 SOUTH, RANGE 22 EAST, SLB&M, COUNTY OF SAN JUAN, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT LOCATED NORTH 2383.00 FEET AND EAST 1299.00 FEET FROM THE S1/4 CORNER OF SAID SECTION 34 AND CONSIDERING THE BEARING OF THE LINE BETWEEN THE SOUTHWEST CORNER AND THE S 1/4 CORNER OF SAID SECTION 34 TO BE S89°58'00\"E; THENCE SOUTH 268.00 FEET, THENCE WEST 214.28 FEET TO THE EAST LINE OF THE MONUMENTED CITY OF BLANDING TRACT AS SURVEYED IN SAN JUAN COUNTY RECORD OF SURVEY NO. 979; THENCE ALONG SAID CITY TRACT NORTHERLY 20.01 FEET ALONG A 334.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD IS 20.00 FEET AND BEARS N01°46'07\"W, THENCE EAST 189.90 FEET, THENCE NORTH 248.00 FEET; THENCE EAST 25.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.24 ACRES MORE OR LESS.

SECTION TIE DIAGRAM





CITY COUNCIL MEETING - STAFF REPORT

Author: Corey Spillman, Fire Chief & David Johnson, City Manager
Department: Fire Department & Administration
Subject: Fireworks Restrictions
Date: June 28, 2022
Type of Item: Resolution

Background

This year Blanding City, San Juan County, and the State of Utah have faced extremely dry-weather and drought conditions. This level of dry-weather conditions presents dangerous public safety concerns with aerial fireworks during the 4th of July and greater potential for impact on life and property of Blanding City residents.

Any party found responsible for starting a fire, whether accidental or intentional, would be held responsible for any and all of the full costs to suppress a fire and could be held criminally liable.

During last year's 4th of July celebration, the City Council approved a resolution to regulate and restrict aerial fireworks, referred to as Class C dangerous explosives, given the dry conditions. Non-aerial fireworks (Class C Common) were still allowed, but the Fire Chief maintained discretionary authority to regulate non-aerial fireworks if needed. Such action was not needed with regards to non-aerial fireworks last year.

This year is much drier than last year and the winds have been of even greater concern over previous years. Public safety should be a top priority during these extreme dry-weather conditions.

Budget Impact

N/A

Department Review

Fire Department & Administration

Recommendation

Staff recommends implementing the same fireworks regulations as last year through the attached resolution and letter from the Fire Chief to be issued to the public.

Attachments

Resolution & Letter from the Fire Chief



RESOLUTION 06-28-2022-3

Fireworks Restrictions

WHEREAS, The Blanding City Fire Chief has the authority, in accordance with the guidelines set by the state Fire Marshall to regulate Aerial Fireworks, as defined in Utah Code 53-7-202 as a Class C dangerous explosive, and;

WHEREAS, the Blanding City Council is the municipal legislative body to determine regulation of non-aerial fireworks, Class C common state approved explosive, as defined in Utah Code 53-7-225;

NOW, THEREFORE, BE IT RESOLVED by the Blanding City Council to delegate regulatory authority to the City Fire Chief of any Class C common state approved explosive, and inform City Council during the calendar year 2022.

ADOPTED AND APPROVED this 28th day of June, 2022.

SIGNED:

Logan J. Monson, Mayor

ATTEST:

David S. Johnson, City Manager/Recorder



Fireworks Restrictions - June 28, 2022

Dear Blanding City Residents & Businesses,

With the support of the Mayor and City Council, **Effective Immediately, all Aerial Fireworks are Prohibited within Blanding City Limits.** This is due to the extreme fire conditions and limited resources during this drought season. Per Utah State Code, 53-7-202, the following is defined as Class C dangerous explosives, "Aerial Fireworks":

- (a) "Class C dangerous explosive" means a class C explosive that is:
 - (i) a firecracker, cannon cracker, ground salute, M-80, cherry bomb, or other similar explosive;
 - (ii)
 - (A) a skyrocket;
 - (B) a missile type rocket;
 - (C) a single shot, or reloadable aerial shell; or
 - (D) a rocket similar to one described in Subsections (6)(a)(ii)(A) through (C), including an aerial salute, a flash shell, a comet, a mine, or a cake containing more than 500 grams of pyrotechnic composition; or
 - (iii)
 - (A) a bottle rocket;
 - (B) a roman candle;
 - (C) a rocket mounted on a wire or stick; or
 - (D) a device containing a rocket described in this Subsection (6)(a)(iii).
- (b) A "class C dangerous explosive" does not mean exempt explosives.

By approval of the City Council, per Resolution 06-28-2022-3, the Fire Chief also has the discretionary authority to regulate non-aerial fireworks, Class C common state approved explosives. However, at the time of this letter, non-aerial fireworks are permitted. **Should you be found responsible for the starting of a fire, any and all costs of that suppression effort will be borne by the responsible party.** This was unanimously approved by the City Council.

SIGNED:

Corey Spillman, Fire Chief

Logan J. Monson, Mayor

David S. Johnson, City Manager



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Resolution 06-28-2022-4 Natural Gas Rate Changes & Other Matters
June 28, 2022
Date: Resolution
Type of Item:

Department Review

This is the approval of the Natural Gas Rate Changes and Other matters. This items was previously discussed in the May 24th Council meeting.



RESOLUTION 06-28-2022-4
RESOLUTION REGARDING NATURAL GAS RATE CHANGES,
AND RELATED MATTERS

Whereas, Blanding City has completed a cost of Natural Gas service study; and

Whereas, Blanding City desires to adjust the rate design to identify more accurately costs associated with the cost of Natural Gas, access to the Natural Gas distribution line, and the cost of infrastructure maintenance; and

Whereas, no overall rate increase is needed or implemented with this rate design adjustment;

Now, Therefore, Be it resolved by the City Council of Blanding Utah as follows: The City Council hereby adopts the following schedule for the customer charge and distribution margin for Natural Gas service:

RESIDENTIAL RATES

Customer Charge

Rate Code	Year 1	Year 2	Year 3
Customer Charge	\$ 10.00	\$ 12.00	\$ 14.00
Distribution Margin	\$.4404	\$.3877	\$.3350

COMMERCIAL RATES

Customer Charge by Rate Code

Rate Code	Year 1	Year 2	Year 3
.25 PSI	\$ 14.75	\$ 23.76	\$ 32.76
1 PSI	\$ 29.50	\$ 47.51	\$ 65.53
2 PSI	\$ 51.75	\$ 83.35	\$ 114.95
4 PSI	\$ 89.00	\$ 143.35	\$ 197.69



5 PSI	\$ 103.75	\$ 167.10	\$ 230.45
30 PSI	\$ 118.50	\$ 190.86	\$ 263.22
Distribution Margin	\$.4404	\$.3877	\$.3350

The rate changes set forth above will become effective on July 1, 2022 and each subsequent July 1st of each year as indicated above.

PASSED, ADOPTED AND APPROVED this 14th day of June 2022

Signed:

Logan Monson, Mayor

Attest:

David Johnson, Recorder



CITY COUNCIL MEETING - STAFF REPORT

Author: David Johnson & Bret Hosler
Department: Administration & Airport
Subject: Airport Advisory Committee
Date: June 28, 2022
Type of Item: Resolution

Background

Blanding City Council asked staff to research airport committees and bring forth recommendations. During the June 14, 2022 staff meeting Council gave advice and consent to bring the following recommended policy back to the City Council to approve by resolution.

This resolution would approve the administrative policy for the airport, starting with an Airport Advisory Committee. As the Airport Advisory Committee forms, future policies may be recommended to be added to the general airport policies and procedures, as well as City Ordinance.

Budget Impact

There is no direct budget impact.

Department Review

Administration & Airport

Recommendation

Staff recommends approval of the Airport Policies and Procedures, starting with the formation of the Airport Advisory Committee.

Attachments

Resolution and recommended policy



RESOLUTION NO. 06-28-2022-5

A RESOLUTION ESTABLISHING AIRPORT POLICIES AND PROCEDURES FOR AN AIRPORT ADVISORY COMMITTEE

WHEREAS, the Blanding Municipal Airport provides vast opportunities for economic development; and

WHEREAS, the Blanding City Council would like to establish policies and procedures to guide the future management of the Airport; and

WHEREAS, the City Council desired to establish an advisory committee consisting of professionals and other with vested interest in the airport to provide insights and advice on the current and future policy decisions of the Blanding Municipal Airport;

NOW THEREFORE, BE IT RESOLVED the Blanding City Council approves the establishment of an Airport Advisory Committee in its Airport Policies and Procedures.

PASSED on the 28th of June, 2022

**BLANDING CITY
A UTAH MUNICIPAL CORPORATION**

Logan J. Monson, Mayor

Attest: _____
David S. Johnson, City Manager/Recorder



Blanding Municipal Airport Policies and Procedures

Section 1: Airport Advisory Committee

A. Purpose:

This section is enacted and intended for the purpose of establishing the Blanding Municipal Airport Advisory Committee, whose objectives and purposes are to advise the City Council and the Mayor in matters pertaining to the operations of the airport.

B. Established:

The Blanding Municipal Airport Advisory Committee must consist of not fewer than five (5), but not more than seven (7) members, appointed by the Mayor, with the advice and consent of the City Council.

C. Appointment & Eligibility:

In order to be eligible for appointment to the advisory committee, committee members must be:

1. Be not less than twenty-one (21) years of age;
2. A minimum of four (4) seats filled by Blanding City residents.
3. The remaining two (2) seats may be filled by San Juan County residents within 25 miles of Blanding City OR individuals with significant business investments. Be a resident of San Juan County; and
4. Must attend at least three-fourths of the scheduled meetings.

D. Committee Seats:

The Airport Advisory Committee must consist of the following:

1. 2 different aviation businesses
2. 2 at-large
3. 2 different hangar tenants with no other Blanding Municipal Airport affiliations
4. 1 Fixed Based Operator (FBO), which must recuse themselves from discussions and recommendations regarding the selection of a FBO.

E. Terms of Office:

Once appointed and confirmed, each member will serve a term of four (4) years. There are no limits on how many times an individual may be appointed. Members appointed to the Airport Advisory Committee that are also serving as a member of an elected governmental body and have their terms of service on the Airport Advisory Committee expire in conjunction with the expiration of their elected term of office.

F. Committee Appointments & City Staff:

The Blanding Municipal Airport Advisory Committee may nominate and appoint a Committee Chair and Vice Chair to direct the meeting. The City's Airport Manager will assist in creating the



meeting agendas, providing information for the meetings, and passing on recommendations to the City Council from the Committee.

G. Committee Meetings:

The Blanding Municipal Airport Advisory Committee and Airport Manager may determine the dates, times and frequency of the Committee meetings. It is recommended that the Committee meet at least once a quarter.