

NOTICE AND AGENDA
June 9, 2020

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on June 9, 2020, at the City Office, 50 West 100 South Street, which meeting will begin promptly at 7:00 pm. The agenda shall be as follows:

Due to the COVID-19 outbreak, an emergency declaration from the State of Utah, and in accordance with Blanding City Ordinance 2014-3 regarding Electronic Meeting Participation, this meeting will be open to the public by electronic means only.

Go to <https://bit.ly/2UUIBh2> to view the meeting live on YouTube. If the public wishes to comment, they may email a short and concise comment to cityoffice@blanding-ut.gov. Comments shorter than three minutes in length that are received before the start of the meeting may be read during the open forum portion of the meeting.

TIME	ITEM	PAGE
7:00 PM	I CALL TO ORDER / WELCOME	
	II PRAYER / THOUGHT - Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought.	
	III PLEDGE OF ALLEGIANCE	
	IV APPROVAL OF CONSENT AGENDA - MINUTES AND FINANCIAL DISBURSEMENTS	
	V DECLARATION OF CONFLICTS OF INTEREST	
	 1. OPEN FORUM	
	 2. REPORTS/DEPARTMENTAL REPORTS	
	A. May 2020 Water Report - Terry Ekker	
	B. May 2020 Police Report - Chief Bradford	
	C. May 2020 Recreation Report - David Palmer	
	 3. AGENDA ITEMS - Items for Discussion/Consideration of Approval	
	A. Mid-Block Sewer Lines - Terry Ekker	
	B. Airport FBO Proposals - Jeremy Redd	
	C. Legal Services Contract - City Attorney Kendall Laws - Jeremy Redd	
	D. Resolution 6-9-2020-1 Tier 2 Public Safety Retirement Enhancement "Pickup" - Kim Palmer	
	E. Utility Disconnections & Fees - Kim Palmer	
	F. Forest Service - Camp Jackson Gate Letter - Mayor Lyman / Cheryl Bowers	
	G. COVID-19 - City Activities & Facilities - Mayor Lyman	
	H. County Commission Meeting Review - Jeremy Redd	
	I. City Manager Items - Jeremy Redd	
	 4. INFORMATION	
	 5. EXECUTIVE SESSION - IF NECESSARY	
9:00 PM	6. 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 Manager Summary - City Council Meeting 6-9-20

A. Mid-Block Sewer Lines

Terry will present an issue for the Council to be aware of regarding sub-standard sewer lines that are located mid-block in many locations throughout the City.

B. Airport FBO Proposals

We received two proposals for the airport FBO. Please review the proposals and the corresponding staff notes. The Council will choose one proposal for the staff to finish contract negotiation.

C. Legal Services Contract - City Attorney Kendall Laws

Attached is a proposed agreement to renew the contract for another three years. The changes include reducing the not to exceed hours which we have not come close to reaching in the past. This gives an hourly rate increase without additional out-of-pocket costs to the City.

D. Resolution 6-9-2020-1 Tier 2 Public Safety Retirement Enhancement "Pickup"

Recently Utah State Retirement Systems announced an increase of 2.27% in the Tier 2 Public Safety Retirement contribution rates. This was done as an employee contribution and so the City is not obligated to pay this amount. However, the IRS allows for the City to pay this increase on behalf of its qualifying employees if we adopt a resolution or take another formal action that can be documented. This is defined as an employer "pick-up".

You may recall that the public employees are divided into different retirement systems, programs, and benefits depending on their job classification and start date. The major distinction is that Tier 1 employees (hired prior to July 2011) have a far superior benefit than Tier 2 employees. As time goes by this creates inequities and very real unfairness in the workplace, particularly among public safety groups who are working side by side, but have different retirement benefits.

A recently completed survey of numerous cities and communities throughout the state on the increase revealed that the majority are planning to pick-up the 2.27%.

The City currently has 3 employees who are affected by this legislation. The total annual cost of the "pick-up" will be \$2,842.91.

E. Utility Disconnections and Fees

Kim will give a report on utility disconnections that have been postponed and will make a

recommendation for returning to normal policies.

F. Camp Jackson Gate Letter

This letter will clarify the city's position on the gate on the mountain road near Camp Jackson. It has been mentioned that the gate is closed to protect the City watershed. We want to make it clear that we do not need the gate closed for any city purpose.

G. COVID-19 - City Activities and Facilities

H. County Commission Meeting Review

I. City Manager Items

I will give an update on general things happening in the City.

Executive Session - No session is currently anticipated

**MINUTES OF A REGULAR MEETING OF THE
BLANDING CITY COUNCIL HELD ON
MAY 26, 2020
AT 7:00 P.M. IN THE COUNCIL CHAMBERS**

Present:

Mayor:

City Councilmembers:

Joe B Lyman

Kd. Perkins

Cheryl Bowers

Logan Shumway

Logan Monson

Robert Turk

City Manager:

Jeremy Redd

City Finance Director:

Kim Palmer

City Engineer:

Terry Ekker

City Community Development:

Bret Hosler

City Economic Development Specialist:

Pratt Redd

Others Attending:

Prayer/Thought - The prayer/thought was offered by Jeremy Redd

1. The Pledge of Allegiance was recited.
2. **Councilmember Bowers moved to approve the minutes and financial disbursements of the May 13, 2020 meeting. Councilmember Perkins seconded the motion. Mayor Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:**

Those voting AYE

Councilmember Perkins

Councilmember Bowers

Councilmember Shumway

Councilmember Monson

Councilmember Turk

Those voting NAY

NONE

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

3. OPEN FORUM

No Comments

4. REPORTS/DEPARTMENTAL REPORTS

A. Terry Ekker presented the Project Report

Storm Drain Project

A start date is anticipated in the next few weeks. A pre-construction meeting will take place when the contractor is ready to begin. The loan was closed on the project last week.

Transportation Master Plan

Mr. Ekker told the Council that due to COVID-19, finalization of the plan has been delayed until public comment can take place. An open house for the plan has been scheduled for June 10th from 6:00 pm to 8:00 pm.

Fuse Coordination Study

A draft of the final report has been received and is currently being reviewed. The report should be finalized within the month. The final report will be used to create a project to verify fuse sizing and the installation of several new fuse locations. A fusing project is anticipated in the 2022 budget.

Water Conservation Plan Update

The Blanding City Water Conservation Plan is required by the State of Utah. A draft of the plan should be submitted by August with a City Council approved plan in place by December. Due to current workload, staff will begin the update process in early July. The plan is required every 5 years.

B. Kim Palmer presented the Financial Status Report

Ms. Palmer told Council that the finances of the City are well within budgeted amounts. Ms. Palmer also briefly discussed information regarding the economic and unemployment impacts of the COVID-19 virus on both the State and County level.

5. AGENDA ITEMS

A. COVID-19 - City Activities & Facilities - Mayor Lyman

Mayor Lyman led the discussion regarding the current impact of the COVID-19 pandemic. He shared his personal perspective stating that he feels the whole situation has been blown out of proportion and there are too many questions. However, in considering the legal ramifications, the letters received from local medical professionals, the City Attorney, State directives/orders and others, he can see no other alternative but to cancel the 4th of July City events. He continued to state private citizens have a right to celebrate, but the City as an entity of the State can not do so. He encouraged citizens to celebrate with their families and loved ones and he would stand by their choice to do so.

Councilmember Turk agreed with Mayor Lyman further stating that the 4th of July and Memorial Day are very important holidays to him. The decision to hold the event has been taken out of our hands at this point and it is best to err on the side of caution at this time whether we like it or not.

Councilmember Perkins informed the Council that Blanding had its first COVID-19 death today. She expressed concern for the vulnerable in the community by being exposed to the virus by those that are unknown carriers of the virus. It would be irresponsible of the City to promote an event that had the potential of spreading the virus.

Councilmember Shumway suggested the decision be made in two weeks to see if it goes to green by then. Mayor Lyman responded that the decision has to be made tonight.

Councilmember Bowers firmly stated that at the very least fireworks and a parade should be held. She felt that community members would comply with guidelines and social distancing.

Councilmember Monson suggested moving the fireworks to a location that would deter a large crowd, such as the high school football field, where gates could be locked. The question was raised regarding the ability to control those from outside the community who would be drawn to the event.

City Attorney, Kendall Laws joined the discussion stating that there would not be enough law enforcement personnel to ensure all safety protocols are followed. He said holding the 4th of July event or events would put the City in a precarious situation both funding and liability wise. He further stated that neither the City nor the State can tell individuals they cannot celebrate. It is an individual's right.

Councilmember Turk moved to cancel the 4th of July events, unless the State goes to green status by June 9, 2020. Councilmember Perkins seconded the motion. Mayor Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting

was

as follows:

Those voting AYE

**Councilmember Perkins
Councilmember Shumway
Councilmember Turk**

Those voting NAY

**Councilmember Bowers
Councilmember Monson**

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

Mr. Redd shared the plans for opening the pool. Additional employees have been hired to help monitor the lines and activity on the pool deck. In following updated guidelines there will be no need to limit the numbers in the pool. In discussing the baseball and softball leagues he reported that additional helmets, bats and sanitizing materials have been purchased. Bleachers have been removed to encourage social distancing.

Councilmember Bowers and Monson expressed concern that the pool may draw a lot of people living outside the area and encouraged City staff to monitor it very closely.

B. Resolution Adopting 2020-2021 FY Budget - Kim Palmer

Councilmember Perkins moved to approve the Resolution Adopting the 2020-2021 FY Budget. Councilmember Bowers seconded the motion. Mayor Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Councilmember Shumway
Councilmember Monson
Councilmember Turk
Councilmember Bowers
Councilmember Perkins**

Those voting NAY

None

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

C. Municipal Wastewater Planning Program - Terry Ekker

Mr. Ekker explained the requirement to provide the Division of Water Quality with a yearly report on the sewer system. Data is collected throughout the year and submitted in the Spring of the following year.

D. Council Commission Meeting Review - Jeremy Redd

Mr. Redd told Council that the County and Monticello are considering the possibility of the County Sheriff's department providing policing for the City. No decision was made and more discussions will be coming.

E. City Manager Items - Jeremy Redd

Mr. Redd reported the following activities have or are taking place currently;

1. A. Memorial Day video was completed and broadcast over social media due to the COVID-19 restrictions.
2. The Storm Water bond was closed last Thursday.
3. The City Attorney contract will be up for renewal at the end of June.
4. There have been several interested parties in the airport FBO contract.
5. The CNHA contract/agreement is up for renewal in mid-July.
6. A work session on the Blanding Visitor Center is still pending and will be scheduled in the near future.

6. INFORMATION

Councilmember Bowers asked that a letter be sent to each County Commissioner inviting them to attend the City Council meetings if they desire.

7. ADJOURNMENT

Councilmember Perkins moved to adjourn. Councilmember Turk seconded the motion. Mayor Lyman repeated the motion and asked for discussion. Hearing none, he called for a vote. Voting was as follows:

Those voting AYE

**Councilmember Shumway
Councilmember Monson
Councilmember Turk
Councilmember Bowers
Councilmember Perkins**

Those voting NAY

NONE

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

Meeting adjourned at 8:16 pm

By: _____

Kim Palmer, Deputy Recorder

City of Blanding
Invoice Register - 5/20/2020 to 6/4/2020 - All Invoices

6/4/2020

<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>
05222020	ADAMS, ANNETTE	48702	5/26/2020	5/26/2020	\$40.00			
					40.00	103671	BASEBALL REVENUE	REGISTRATION REFUND
877702	Aflac	1	5/21/2020	5/29/2020	\$1,587.64			
					1,587.64	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
06012020	AIRMED CARE NETWORK	48722	5/29/2020	5/29/2020	\$1,365.00			
					1,365.00	102226	HEALTH INSURANCE PAYABL	YEARLY LIFE FLIGHT INSURA
052212020	BLACK, CASSIDY	48703	5/26/2020	5/26/2020	\$25.00			
					25.00	103671	BASEBALL REVENUE	REGISTRATION REFUND
05252020	BLANDING CITY	48723	5/25/2020	5/25/2020	\$4,518.55			
					185.06	1050270	Visitor Cntr UTILITIES	12 N GRAYSON PKWY
					323.86	1050270	Visitor Cntr UTILITIES	12 N GRAYSON PKWY - PARK
					28.00	1050270	Visitor Cntr UTILITIES	12 N GRAYSON PKWY - PIONE
					294.26	1052270	Police UTILITIES	167 E 500 N - POLICE STATION
					225.89	1053270	Fire UTILITIES	360 W 200 S FIRE STATION
					90.81	1053270	Fire UTILITIES	360 W 200 S FIRE DEPT EXPA
					341.63	1060270	Streets UTILITIES	567 W 550 N - SHOP NEW
					12.00	1065270	ParksRec UTILITIES	OUT OF CITY LIMITS - 3 RD R
					16.00	1065270	ParksRec UTILITIES	GOLF COURSE
					234.95	1065270	ParksRec UTILITIES	200-300 S 100 W LLEAGUE PA
					28.66	1065270	ParksRec UTILITIES	TENNIS COURT
					291.67	1065270	ParksRec UTILITIES	900 S 300 W 4 PLEX RESTRO
					148.86	1065270	ParksRec UTILITIES	550 S MAIN - SOUTH PARK
					188.28	1065270	ParksRec UTILITIES	1090 S 100 W 4 PLEX - RAW W
					113.66	1065270	ParksRec UTILITIES	1095 S 100 W
					15.31	1065270	ParksRec UTILITIES	3030 N RESERVOIR RD
					12.00	1065270	ParksRec UTILITIES	OCL/GOLF COURSE WATER
					13.43	1065270	ParksRec UTILITIES	900 S 300 W REC STORAGE 4
					70.31	1066270	Wellness Center UTILITIES	1013 S 300 W - WELLNESS CE
					65.96	5140270	UTILITIES	MILLION GALLON TANK - 3RD
					27.63	5140270	UTILITIES	VISITOR CENTER WELL #2
					1,058.37	5140270	UTILITIES	N RESERVOIR RD TREATMEN
					27.15	5140270	UTILITIES	161 S MAIN - G&H WATER
					67.50	5140270	UTILITIES	50 W 100 S - JAIL
					22.00	5140270	UTILITIES	CENTER ST - PALMERS WATE
					15.20	5140270	UTILITIES	OCL BY SMITHS FIELDS
					27.15	5140270	UTILITIES	120 S MAIN - CB'S
					16.00	5240270	UTILITIES	N HWY 191 - JOHN IMLAY SE
					15.20	5240270	UTILITIES	141 E 800 S - LIFT STATION
					13.76	5240270	UTILITIES	260 W 1600 S - PUMP STATION
					29.09	5240270	UTILITIES	LLEAGUE BOOSTER PUMP ST
					60.31	5240270	UTILITIES	491 S 650 W WHITE ROCKS P
					13.28	5340270	UTILITIES	198 E 200 S
					322.14	5340270	UTILITIES	50 W 100 S - OFFICE
					30.45	5440270	UTILITIES	NATURAL GAS BORDER STATI
					72.72	5440270	UTILITIES	153 S 400 W - OLD SHOP
64337	BRADFORD TIRE	48704	5/26/2020	5/26/2020	\$27.00			
					27.00	5140250	EQUIPMENT - SUPPLIES & M	PROPANE
65799828	CARDWELL DISTRIBUTING	1	5/29/2020	5/29/2020	\$1,778.42			
					170.83	1052250	Police EQUIPMENT - SUPPLIE	POLICE - TREY
					232.94	1052250	Police EQUIPMENT - SUPPLIE	GAS - JARED
					140.44	1052250	Police EQUIPMENT - SUPPLIE	POLICE - JJ
					122.84	1052250	Police EQUIPMENT - SUPPLIE	POLICE - CLAYTON
					103.19	1052250	Police EQUIPMENT - SUPPLIE	POLICE - COLE

City of Blanding
Invoice Register - 5/20/2020 to 6/4/2020 - All Invoices

6/4/2020

<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>
					32.95	1053250	Fire EQUIPMENT - SUPPLIES	FIRE DEPARTMENT
					92.20	1060250	Streets EQUIPMENT - SUPPLI	STREETS - TREVOR
					49.74	1060250	Streets EQUIPMENT - SUPPLI	STREETS - DAVID H
					230.63	1060250	Streets EQUIPMENT - SUPPLI	STREETS - PRESTON
					308.95	1065250	ParksRec EQUIPMENT - SUPP	GROUND - BRIAN
					126.85	5140250	EQUIPMENT - SUPPLIES & M	WATER - DAVID L
					30.93	5340250	EQUIPMENT - SUPPLIES & M	P&Z - BRET
					135.93	5340250	EQUIPMENT - SUPPLIES & M	STREETS HAYDEN
20E1035	CHEMTECH-FORD LABORATORIES	48705	5/26/2020	5/26/2020	\$80.00			
PO# .					80.00	5140250	EQUIPMENT - SUPPLIES & M	WATER TESTING
20E1039	CHEMTECH-FORD LABORATORIES	48724	5/25/2020	5/25/2020	\$56.00			
PO# .					56.00	5140250	EQUIPMENT - SUPPLIES & M	WATER TESTING
	Vendor Total:				\$136.00			
3565	COUNTRY COMFORT LLC	48725	5/25/2020	5/25/2020	\$120.00			
					120.00	1065250	ParksRec EQUIPMENT - SUPP	CITY PARKS - PORTA POTTY
3566	COUNTRY COMFORT LLC	48725	5/25/2020	5/25/2020	\$120.00			
					120.00	1065250	ParksRec EQUIPMENT - SUPP	CITY PARKS - PORTA POTTY
	Vendor Total:				\$240.00			
US15803I	EDGE	48706	5/21/2020	5/21/2020	\$35.00			
					35.00	1044260	Admin BUILDINGS - SUPPLIES	PEST CONTROL
PR052520-502	EFTPS	1	5/27/2020	5/27/2020	\$297.95			
					37.20	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					8.70	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
					252.05	102221	FEDERAL TAX / FICA PAYABLE	Federal Income Tax
PR052520-502	EFTPS	1	5/29/2020	5/29/2020	\$27,737.22			
					15,945.46	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					3,729.22	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
					8,062.54	102221	FEDERAL TAX / FICA PAYABLE	Federal Income Tax
	Vendor Total:				\$28,035.17			
05152020	FRONTIER COMMUNICATIONS	48707	5/21/2020	6/20/2020	\$1,041.94			
					245.62	1050280	Visitor Cntr TELEPHONE	Visitor Center Telephone 011702
					377.34	1052280	Police TELEPHONE	POLICE STATION - 0201938
					136.40	1053280	Fire TELEPHONE	Fire Telephone 0312978
					122.95	5140280	TELEPHONE	Water Telephone 0715718
					159.63	5340270	UTILITIES	City Office Telephone 0101708
891137	GENEVA CAPITAL LLC	48708	5/26/2020	5/26/2020	\$1,193.00			
					1,193.00	1066250	Wellness Center EQUIPMENT -	EQUIPMENT LEASE
Refund: 3046000	HAWKINS, LAUREL	48709	5/20/2020	5/20/2020	\$99.85			
					99.85	531310	ACCOUNTS RECEIVABLE	Refund: 304600001 - HAWKINS,
9Y26V90	HEALTH EQUITY - HSA	2	5/27/2020	5/27/2020	\$22.50			
					22.50	102226.1	HSA PAYABLE	HSA
PR052520-7854	HEALTH EQUITY - HSA	2	5/29/2020	5/29/2020	\$2,087.44			
					1,321.28	102226.1	HSA PAYABLE	Health Savings Plan - Employer
					522.00	102226.1	HSA PAYABLE	Health Savings Plan Employee
					244.16	102226.1	HSA PAYABLE	Health Savings Plan - Employer
	Vendor Total:				\$2,109.94			
0665908-IN	JC HUNT INC - RELADYNE	48710	5/26/2020	5/26/2020	\$670.32			
					670.32	1060250	Streets EQUIPMENT - SUPPLI	DIESEL
05202020	KNIGHT, KREST & DEBBIE	48711	5/26/2020	5/26/2020	\$50.00			
					50.00	103674	VOLLEYBALL REVENUE	REGISTRATION REFUND

City of Blanding
Invoice Register - 5/20/2020 to 6/4/2020 - All Invoices

6/4/2020

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RFD 553341646.	LINCOLN, AGNES & NINA		5/29/2020	5/29/2020	\$37.29			
					37.29	532290	CUSTOMER DEPOSITS	Deposit Refund: 553341646 - LI
RFD 553341646.	LINCOLN, AGNES & NINA		5/29/2020	5/29/2020	\$114.00			
					114.00	532290	CUSTOMER DEPOSITS	Deposit Refund: 553341646 - LI
RFD 553341646.	LINCOLN, AGNES & NINA		5/29/2020	5/29/2020	\$122.00			
					122.00	532290	CUSTOMER DEPOSITS	Deposit Refund: 553341646 - LI
	Vendor Total:				\$273.29			
S103538891.001	MOUNTAINLAND SUPPLY, LLC	48712	5/26/2020	5/26/2020	\$87.92			
					87.92	5140250	EQUIPMENT - SUPPLIES & M	EQUIP/SUPPLIES
S103568429.001	MOUNTAINLAND SUPPLY, LLC	48712	5/26/2020	5/26/2020	\$9.11			
					9.11	5140250	EQUIPMENT - SUPPLIES & M	CLAMP
	Vendor Total:				\$97.03			
INV147925	PACKARD WHOLESALE CO	48729	5/20/2020	5/20/2020	\$142.25			
					142.25	1050260	Visitor Cntr BUILDINGS - SUPP	CLEANING SUPPLIES
INV147980	PACKARD WHOLESALE CO	48713	5/26/2020	5/26/2020	\$112.74			
					112.74	1050260	Visitor Cntr BUILDINGS - SUPP	CLEANING SUPPLIES
INV148251	PACKARD WHOLESALE CO	48729	5/22/2020	5/22/2020	\$89.43			
					89.43	1050260	Visitor Cntr BUILDINGS - SUPP	CLEANING SUPPLIES
INV148291	PACKARD WHOLESALE CO	48729	5/22/2020	5/22/2020	\$95.74			
					95.74	1066260	Wellness Center BUILDINGS -	CLEANING SUPPLIES
INV148311	PACKARD WHOLESALE CO	48729	5/22/2020	5/22/2020	\$797.76			
					657.90	1066250	Wellness Center EQUIPMENT -	VENDING SUPPLIES
					139.86	5340480	OTHER SPECIAL DEPART SU	CLEANING SUPPLIES - COVID
	Vendor Total:				\$1,237.92			
05252020	PALMER, COLE	48736	6/1/2020	6/1/2020	\$144.00			
					144.00	1052230	Police TRAVEL	TRAVEL - P.O.S.T
05312020	PALMER, COLE	48736	6/1/2020	6/1/2020	\$175.00			
					175.00	1052230	Police TRAVEL	TRAVEL - P.O.S.T
06062020	PALMER, COLE	48736	6/1/2020	6/1/2020	\$115.00			
					115.00	1052230	Police TRAVEL	TRAVEL - P.O.S.T
	Vendor Total:				\$434.00			
021913	PEAK SOFTWARE SYSTEMS	48714	5/26/2020	5/26/2020	\$32.00			
					32.00	1066250	Wellness Center EQUIPMENT -	CASH DRAWER POWER SUPP
UT36476JT	PRECISION CONCRETE CUTTING	48730	5/22/2020	5/22/2020	\$9,997.54			
					9,997.54	1060310	Streets PROFESSIONAL/TECH	SIDE WALK MAINTENANCE
33230	PREMIER VEHICLE INSTALLATION	48715	5/26/2020	5/26/2020	\$13,655.02			
					5,703.63	1052480	Police OTHER SPECIAL DEPA	EQUIPMENT FOR NEW VEHIC
					7,951.39	1052740	Police CAPITAL OUTLAY	EQUIPMENT FOR NEW VEHIC
05202020	PUBLIC EMPLOYEES HEALTH PROG	48716	5/26/2020	5/26/2020	\$15,940.86			
					15,940.86	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
06012020	RAMSAY, MIKAELA LEE	48737	6/1/2020	6/1/2020	\$75.00			
					75.00	1048240	P&Z OFFICE EXPENSE & SUP	PLANNING COMMISSION
387915	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$31.99			
					31.99	5240250	EQUIPMENT - SUPPLIES & M	CHAIN SAW PARTS
387917	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$92.97			
					92.97	1065250	ParksRec EQUIPMENT - SUPP	CHAIN SAW PARTS
387919	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$59.98			
					59.98	1065250	ParksRec EQUIPMENT - SUPP	CHAIN SAW PARTS

City of Blanding
Invoice Register - 5/20/2020 to 6/4/2020 - All Invoices

6/4/2020

<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>
387929	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$14.99	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIP
					14.99			
387956	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$415.49	1065250	ParksRec EQUIPMENT - SUPP	CHAIN SAW
					415.49			
387986	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$6.78	1053250	Fire EQUIPMENT - SUPPLIES	SUPPLIES
					6.78			
387997	REDD'S ACE HARDWARE	48717	5/20/2020	5/20/2020	\$579.95	5140480	OTHER SPECIAL DEPART SU	WEED CONTROL FOR RESER
					579.95			
388006	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$1.40	5540250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIP
					1.40			
388014	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$16.34	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIP
					16.34			
388018	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$4.59	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES
					4.59			
388019	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$18.36	5540250	EQUIPMENT - SUPPLIES & M	SUPPLIES
					18.36			
388027	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$16.99	1065250	ParksRec EQUIPMENT - SUPP	SPRINKLER REPAIR SUPPLIE
					16.99			
388033	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$32.74	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES
					32.74			
388036	REDD'S ACE HARDWARE	48717	5/26/2020	5/26/2020	(\$6.58)	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES
					-6.58			
388068	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$19.56	1050260	Visitor Cntr BUILDINGS - SUPP	SUPPLIES
					19.56			
388130	REDD'S ACE HARDWARE	48717	5/21/2020	5/21/2020	\$12.59	1050260	Visitor Cntr BUILDINGS - SUPP	SUPPLIES
					12.59			
388272	REDD'S ACE HARDWARE	48731	5/26/2020	5/26/2020	\$99.98	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
					99.98			
388322	REDD'S ACE HARDWARE	48731	5/27/2020	5/27/2020	\$8.99	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
					8.99			
388339	REDD'S ACE HARDWARE	48731	5/27/2020	5/27/2020	\$4.48	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
					4.48			
388352	REDD'S ACE HARDWARE	48731	5/27/2020	5/27/2020	\$2.38	1066320	Wellness Center POOL EXPEN	SUPPLIES AND EQUIPMENT
					2.38			
388359	REDD'S ACE HARDWARE	48731	5/28/2020	5/28/2020	\$1.79	1066250	Wellness Center EQUIPMENT -	SUPPLIES AND EQUIPMENT
					1.79			
388365	REDD'S ACE HARDWARE	48731	5/27/2020	5/27/2020	\$34.56	1066250	Wellness Center EQUIPMENT -	SUPPLIES AND EQUIPMENT
					34.56			
388367	REDD'S ACE HARDWARE	48731	5/27/2020	5/27/2020	\$46.97	1050250	Visitor Cntr EQUIPMENT - SUP	SUPPLIES AND EQUIPMENT
					46.97			
388403	REDD'S ACE HARDWARE	48731	5/28/2020	5/28/2020	\$6.99	1066250	Wellness Center EQUIPMENT -	SUPPLIES AND EQUIPMENT
					6.99			
388429	REDD'S ACE HARDWARE	48731	5/28/2020	5/28/2020	\$26.99	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
					26.99			
388441	REDD'S ACE HARDWARE	48731	5/28/2020	5/28/2020	\$33.99	1050260	Visitor Cntr BUILDINGS - SUPP	SUPPLIES AND EQUIPMENT
					33.99			
388471	REDD'S ACE HARDWARE	48731	5/29/2020	5/29/2020	\$8.57	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
					8.57			

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388472	REDD'S ACE HARDWARE	48731	5/29/2020	5/29/2020	\$34.88			
					34.88	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
388489	REDD'S ACE HARDWARE	48731	5/29/2020	5/29/2020	\$9.58			
					9.58	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
388577	REDD'S ACE HARDWARE	48731	6/1/2020	6/1/2020	\$8.28			
					8.28	1050250	Visitor Cntr EQUIPMENT - SUP	SUPPLIES AND EQUIPMENT
	Vendor Total:				\$1,646.57			
2005-127168	SAN JUAN BUILDING SUPPLY	48718	5/21/2020	5/21/2020	\$3.88			
					3.88	5540250	EQUIPMENT - SUPPLIES & M	SUPPLIES
2005127233	SAN JUAN BUILDING SUPPLY	48718	5/21/2020	5/21/2020	\$11.12			
					11.12	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES
2005-127288	SAN JUAN BUILDING SUPPLY	48718	5/21/2020	5/21/2020	\$62.88			
					62.88	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES
2005-127890	SAN JUAN BUILDING SUPPLY	48732	5/27/2020	5/27/2020	\$4.56			
					4.56	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES
	Vendor Total:				\$82.44			
157835	SAN JUAN RECORD INC	48733	5/20/2020	5/20/2020	\$54.60			
					54.60	1046250	Airport EQUIPMENT - SUPPLIE	PUBLIC NOTICE
06012020	SPILLMAN, SHYANNE	48738	6/1/2020	6/1/2020	\$75.00			
					75.00	1053310	Fire PROFESSIONAL/TECHNI	FIRE DEPT CLEANING
118 - 2009 PARIT	USDA RURAL DEVELOPMENT	05312013	5/31/2020	5/31/2020	\$1,166.00			
					338.63	512543.2	USDA 2009 repaid	Principal - 2009 PARITY WATER
					827.37	5140900	INTEREST EXPENSE	Interest - 2009 PARITY WATER
63 - 2014 Parity	USDA RURAL DEVELOPMENT	05312024	5/31/2020	5/31/2020	\$782.00			
					308.93	512546.2	2014 Parity Water Revenue Bon	Principal - 2014 Parity Water Re
					473.07	5140900	INTEREST EXPENSE	Interest - 2014 Parity Water Rev
	Vendor Total:				\$1,948.00			
89 - 2012A Parity	USDA Rural Utilities Service	05312018	5/31/2020	5/31/2020	\$2,491.00			
					1,121.41	512524.2	2012A Parity Water Revenue Bo	Principal - 2012A Parity Water R
					1,369.59	5140900	INTEREST EXPENSE	Interest - 2012A Parity Water Re
89 - 2012B Parity	USDA Rural Utilities Service	05312019	5/31/2020	5/31/2020	\$269.00			
					121.32	512526.2	2012B Parity Water Revenue B	Principal - 2012B Parity Water R
					147.68	5140900	INTEREST EXPENSE	Interest - 2012B Parity Water Re
	Vendor Total:				\$2,760.00			
PR052520-277	UTAH STATE RETIREMENT	3	5/29/2020	5/29/2020	\$22,798.21			
					19,292.86	102225	RETIREMENT PAYABLE	Retirement
					3,305.35	102225	RETIREMENT PAYABLE	401k
					200.00	102225	RETIREMENT PAYABLE	Roth IRA - URS
PR052520-281	UTAH STATE TAX COMMISSION	48721	5/27/2020	5/27/2020	\$25.00			
					25.00	102223	STATE WITHHOLDING PAYAB	State Income Tax
PR052520-281	UTAH STATE TAX COMMISSION	48721	5/29/2020	5/29/2020	\$5,130.18			
					5,130.18	102223	STATE WITHHOLDING PAYAB	State Income Tax
	Vendor Total:				\$5,155.18			
05252020	WASTE MANAGEMENT	48734	5/25/2020	5/25/2020	\$15,149.36			
					15,149.36	5740310	PROFESSIONAL/TECHNICAL	TRASH REMOVAL
05212020	WILLIAM L. PRATER, LLC.	48735	5/25/2020	5/25/2020	\$3,782.00			
					3,782.00	551601	Construction in progress	STORM DRAIN PROJECT

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5452	ZIONS BANK PUBLIC FINANCE	48720	5/21/2020	5/21/2020	\$8,250.00			
					8,250.00	551601	Construction in progress	FINANCE ADVISORY SERVICE
		Total:			\$146,396.85			
							<u>GL Account Summary</u>	
					28,035.17	102221	FEDERAL TAX / FICA PAYABLE	
					5,155.18	102223	STATE WITHHOLDING PAYAB	
					22,798.21	102225	RETIREMENT PAYABLE	
					18,893.50	102226	HEALTH INSURANCE PAYABL	
					2,109.94	102226.1	HSA PAYABLE	
					65.00	103671	BASEBALL REVENUE	
					50.00	103674	VOLLEYBALL REVENUE	
					35.00	1044260	Admin BUILDINGS - SUPPLIES	
					54.60	1046250	Airport EQUIPMENT - SUPPLIE	
					75.00	1048240	P&Z OFFICE EXPENSE & SUP	
					55.25	1050250	Visitor Cntr EQUIPMENT - SUP	
					410.56	1050260	Visitor Cntr BUILDINGS - SUPP	
					536.92	1050270	Visitor Cntr UTILITIES	
					245.62	1050280	Visitor Cntr TELEPHONE	
					434.00	1052230	Police TRAVEL	
					770.24	1052250	Police EQUIPMENT - SUPPLIE	
					294.26	1052270	Police UTILITIES	
					377.34	1052280	Police TELEPHONE	
					5,703.63	1052480	Police OTHER SPECIAL DEPA	
					7,951.39	1052740	Police CAPITAL OUTLAY	
					39.73	1053250	Fire EQUIPMENT - SUPPLIES	
					316.70	1053270	Fire UTILITIES	
					136.40	1053280	Fire TELEPHONE	
					75.00	1053310	Fire PROFESSIONAL/TECHNI	
					1,116.89	1060250	Streets EQUIPMENT - SUPPLI	
					341.63	1060270	Streets UTILITIES	
					9,997.54	1060310	Streets PROFESSIONAL/TECH	
					1,227.89	1065250	ParksRec EQUIPMENT - SUPP	
					1,074.82	1065270	ParksRec UTILITIES	
					1,926.24	1066250	Wellness Center EQUIPMENT -	
					95.74	1066260	Wellness Center BUILDINGS -	
					70.31	1066270	Wellness Center UTILITIES	
					2.38	1066320	Wellness Center POOL EXPEN	
					110,472.08		Total	
					1,121.41	512524.2	2012A Parity Water Revenue Bo	
					121.32	512526.2	2012B Parity Water Revenue B	
					338.63	512543.2	USDA 2009 repaid	
					308.93	512546.2	2014 Parity Water Revenue Bon	
					522.01	5140250	EQUIPMENT - SUPPLIES & M	
					1,310.96	5140270	UTILITIES	
					122.95	5140280	TELEPHONE	
					579.95	5140480	OTHER SPECIAL DEPART SU	
					2,817.71	5140900	INTEREST EXPENSE	
					7,243.87		Total	
					58.98	5240250	EQUIPMENT - SUPPLIES & M	
					134.36	5240270	UTILITIES	
					193.34		Total	
					99.85	531310	ACCOUNTS RECEIVABLE	
					273.29	532290	CUSTOMER DEPOSITS	

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					166.86	5340250	EQUIPMENT - SUPPLIES & M	
					495.05	5340270	UTILITIES	
					139.86	5340480	OTHER SPECIAL DEPART SU	
					1,174.91		Total	
					4.48	5440250	EQUIPMENT - SUPPLIES & M	
					103.17	5440270	UTILITIES	
					107.65		Total	
					12,032.00	551601	Construction in progress	
					23.64	5540250	EQUIPMENT - SUPPLIES & M	
					12,055.64		Total	
					15,149.36	5740310	PROFESSIONAL/TECHNICAL	
					\$146,396.85		GL Account Summary Total	

City of Blanding Monthly Water Report



May 2020

Reported in Acre Feet

Reservoir	Total Reservoir Capacity	Required Consvrn Capacity	Total Usable Capacity	City Share of Total Capacity	Current Reservoir Volume	Unused City Storage	City Share of Current Volume	City Share of Volume 2019	City Share of Volume 2018
Starvation	500	0	500	500	500	0	500	500	231
4th Reservoir	2,350	250	2,100	2,100	2,350	0	2,100	1,975	1,406
3rd Reservoir	250	50	200	200	240	10	190	190	80
Drywash	500	100	400	0	426	0	0	0	0
Recapture	8,444	2,500	5,944	800	7,432	800	730	800	800
Total	12,044	2,900	9,144	3,600	10,948	810	3,520	3,465	2,517

	Gallons/Per Day	Acre Feet Month
Pipeline Flow	2,198,000	209

	Gallons	Acre Feet Month
Monthly Total Treated	34,493,000	105.00
Monthly Total Pumped	Well A	0.00
	Well B	0.00
	Well C	0.00
Total Montly Treated and Pumped		105.00

Notes:

Annual Precipitation on 5/31/2019 is at 96.6% for current water year

Month to Month Reconciliation Upper System	
Beginning Reservoirs Storage	2,743.00
Plus Water Taken From Pipeline	209.00
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	105.00
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	10.76
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	46.24
Ending Reservoir Storage	2,790.00

May 2020 Police Department Statistics					
Incidents by type			2020 VS 2019		
911 Hang Up	2		May 2020 Total Arrests/Charges	19	
Agency Assist	5		May 2020 Total Citations Issued:	26 with 42 violations	
Animal Control Initiated	1		May 2020 Total Incidents:	102	
Animal Problem	6				
Burglary	1		May 2019 Total Arrests/Charges	32 with 1 Warrant	
Business Alarm	5		May 2019 Total Citations Issued:	103 with 126 violations	
Business Assist	1		May 2019 Total Incidents:	122	
Citizen Assist	8				
Civil Problem	1		Trainings: No traings this month		
Child/Property Exchange	1				
Distribution/Possession	9				
DUI Alcohol/Drugs	3				
Domestic Assault	11		Statistics by Officer		
Found Property	1		<u>Chief JJ Bradford</u>		
Fraud	3		Arrest/Charges	1	
Intoxicated Person	6		Citations:	4 with 3 violations	
Juvenile Problem	4		Incidents:	35	
Mental Subject	1				
Noise Complaint	5		<u>Sgt. Jared Hillhouse</u>		
Property Damage/Non Vandal	1		Arrest/Charges	2	
Resident Alarm	1		Citations:	1 with 2 violations	
Search Warrant	3		Incidents:	16	
Suspicious Person/ Circumstance	3				
Theft	1		<u>Officer Clayton Most</u>		
Traffic Accident/ PD	2		Arrest/Charges	9	
Traffic Accident/ Personal Injury	2		Citations:	7 with 16 violations	
Trespassing	2		Incidents:	24	
Utility Problem	1				
Vandalism	1		<u>Officer Trey McDonald</u>		
VIN Inspection	9		Arrest/Charges	7	
Welfare Check	2		Citations:	14 with 21 violations	
			Incidents:	24	
			<u>Officer Cole Palmer</u>		
			Arrest/Charges	---	
			Citations:	---	
			Incidents:	---	
			Dog incidents: 2 dogs picked up for the county. 1 dog picked up and returned to owner		
Total	102				

June 2020 Recreation Report

	2020 # of participants	2020 Revenue	2019 # of participants	2019 Revenue
T-Ball	50	\$2,000.00	96	\$3,840.00
Girls Machine Pitch	25	\$1,000.00	47	\$1,880.00
Boys Machine Pitch	58	\$2,320.00	60	\$2,400.00
Girls Softball - Totals	73	\$4,745.00	82	\$5,330.00
Boys Baseball -Totals	113	\$7345.00	126	\$8,190.00
Swim Team			22	\$1,320.00
Boys Basketball			83	\$4,150.00
Girls Basketball			60	\$3,000.00
Soccer			240	\$9,600.00
Flag Football			42	\$1,680.00
Tackle Football			75	\$5,625.00
Youth Volleyball	85	~~\$4,250.00~~	84	\$4,200.00
Wellness Center	2020 Annuals	2020 Monthly's	2019 Annuals	2019 Monthly's
May	1,351	14	1,931	347
May	2019-2020	2018-2019	2017-2018	2016-2017
Operating Revenue	\$153,588.61	\$174,419.84	\$161,763.19	\$145,140.36
*Operating Expenses	\$220,584.75	\$243,491.04	\$220,584.75	\$236,174.13

(*Figures do not include \$50,000 bond payment)

Recreation:

- We had more kids than expected sign up for all of our baseball programs, Many people did not sign up because of the late season and some are still concerned over COVID19

Parks:

- Lots of work happening in the parks

Wellness Center:

- The pool will open on June 1st with some restrictions that we will have in place
- We had 1,088 recorded visits during May. Remember that number only includes each time a member swipes their card for entry

Staff Comments
Airport FBO Proposals

The City received two proposals. Below are the staff comments on each proposal.

Jason Nay

- Extensive aviation and pilot experience
- Proposes 3 part-time fuelers, 1 part-time office staff
- Proposes 24/7 fueling services
- Realistic financial plan - planning for future increases in fuel sales
- Pilot lounge, maintenance, aircraft services that are not currently provided
- Proposed Agreement Changes
 - Add hangar rentals to the FBO
 - The hangars were specifically excluded from the FBO proposal. They provide the only source of revenue to the City for project matching funds for airport infrastructure improvements. Staff recommends not adding hangars to the FBO.
 - Terminal Building Rent = 0
 - The current FBO is not being charged rent.
 - Remodel the terminal building - \$15,000 City request
 - With the current budget, there is no available funding for this project unless it comes from savings. Staff recommends adding the request to the next fiscal year budget.
 - Fuel Flowage Fee
 - The contract calls for a .09 per gallon flowage fee. This fee is necessary to help pay for upgrades to the fuel system. A fee is necessary to qualify for state grant funding. The staff recommendation is to retain the fee.

Shelby Seely / Kasper Pedersen

- Track record of business management and aviation experience
- Proposes 4 members of the FBO team including 2 owners, office manager, and secretary
- Proposes 24/7 fueling services
- Fuel farm maintenance experience with Eagle Air Med
- Kasper currently works with Guardian Flight at the Blanding Airport
- Financial plan contains reasonable assumptions about current fuel sales
- Proposed Agreement Changes
 - No changes were requested to the proposed agreement



Fixed Base Operator
At Blanding Municipal Airport (BDG)
Request for Proposals (RFP)

May 1, 2020

The tentative schedule for this RFP process follows.

Issue RFP	5/1/2020
Site Tour	by appointment
Proposal Due Date at 2:00 p.m.	5/28/2020
Evaluation of Proposals	6/4/2020
Short List and Interviews (if applicable)	6/8/2020
Lease Negotiations	June 2020
Award Recommendation - Blanding City Council	June 2020
Execution of Lease Agreement	June/July 2020

All dates are subject to change. If the anticipated schedule changes, notice will be provided to RFP recipients who are registered with Blanding City. City is not responsible for costs or losses incurred by any proposer due to the date changes.

RFP Contact:

City Administrator: Jeremy Redd

Phone: 435-979-2967

Email address: jredd@blanding-ut.gov

Section I. Summary

A. Introduction

Blanding City is looking for a Fixed Base Operator (FBO) to manage and operate existing fuel, terminal building, and airport operations at the Blanding Municipal Airport. Existing hangars are leased by the City utilizing either long or short-term leases, and are **not** included in the scope of FBO operations. The City is seeking a Fixed Base Operator (FBO) to lease and operate the fuel system, terminal building, and provide required services as described in this document.

Interested parties are invited to submit written proposals describing their qualifications, financial information, proposed operation plans, and additional information as required in this RFP. Proposals will be accepted until 2:00 P.M., Mountain Standard Time on May 28, 2020. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Proposers must submit an original and four copies of their proposal, in writing, to the City Administrator in a sealed envelope. The outside of the envelope must indicate the name, address and telephone number of the Proposer and must be addressed as follows:

Blanding City
50 W 100 S
Blanding, UT 84511
Attention: Jeremy Redd
Fixed Base Operator RFP
Blanding Airport

B. Fixed Base Operator Requirements

A fixed base operator (FBO) is an entity who shall have entered into a written agreement with the City to provide services as described in the "Aeronautical Purposes - Fixed-Base Operator Agreement". A copy of the proposed agreement is attached in **Attachment A**. The City expects to enter into an agreement with the FBO that is very similar in nature to the proposed agreement. Adjustments to the agreement may be considered by the City, and should be noted in the submitted proposal.

C. Minimum Qualifications

Each Proposer must have the financial, management, and staffing capacity to perform all elements of its proposal. Each Proposer must be in good standing with the City and all other federal, state, and municipal entities. For the purpose of this RFP, good standing means complying with all contractual provisions, including payment of financial obligations.

D. Lease Term

The lease term is expected to be 5 years, with two (2) five-year renewal options to be exercised at the sole discretion of the City. The City expects that the lease agreement will include terms for adjustment of the agreement from time to time. It is the intent of the City to reappraise the site every five years to determine current market rates and may make adjustment to the rent for the remaining lease period. It is not anticipated that the rent will be adjusted lower than the initial base rent or subsequent reassessments. The information in this RFP is not intended to completely define the proposed contractual relationship to be entered into by the City and the successful Proposer.

E. Proposed Annual Terminal Building Rent

Successful Proposers will be required to lease the Blanding Terminal Building at the established lease rates proposed by the Proposer and accepted by the City. For the purposes of preparing proposals, each Proposer should propose an annual rent for the terminal building.

F. Additional Fees

The successful Proposer shall pay all applicable fees imposed by the agreement and Blanding City Code and comply with all applicable minimum standards, development standards, and rules and regulations.

G. Site Tour

Proposers may schedule a site tour with the City prior to the submission of the RFP. Schedule a site tour with Jeremy Redd, City Administrator, by calling 435-979-2967 or jredd@blanding-ut.gov. The site tour should take approximately one hour.

H. Proposer Questions

All questions about this RFP shall be submitted in writing to Jeremy Redd, City Administrator via email at jredd@blanding-ut.gov. All questions and answers will be responded to in writing with email communications furnished to all registered RFP holders.

Section II. Lease Obligations

A. Agreement

Successful Proposer will be obligated to enter into an agreement similar to that depicted in Attachment A within 30 days of receiving the final negotiated lease from the City. The City will negotiate in good faith to determine the final outstanding information required by the lease and reserves the right to consider requests for modifications of the lease. Any material modification will be at the sole and absolute discretion of the City.

B. Applicable Laws

Any and all legal disputes arising out of the RFP, or the resulting lease, herein shall be tried according to the laws of the State of Utah and the proposer shall agree that the venue for any such action shall be in the State of Utah, County of San Juan.

C. Insurance

Except as otherwise provided for herein, the FBO and their Contractors shall maintain, at a minimum, the coverage and limits of insurance set forth by Blanding City as outlined in Section 8 of the "Aeronautical Purposes - Fixed-Base Operator Agreement". Successful Proposer shall be required to provide insurance coverage with Blanding City as an additional insured, and such insurance shall remain in force throughout the lease term.

Section III. Proposal Submittal Instructions

A. Delivery of Proposals

Each proposer must submit the following in a sealed package marked with the name of the proposer and the name of this RFP:

- 1 original proposal
- 4 copies of the entire proposal

Proposals must be received at the location and by the deadline listed on page 1 of this RFP. Proposals arriving after the deadline date and time will not be considered and will be returned unopened. Fax proposals are not acceptable. Oral proposals are not acceptable.

B. Form of Proposal

All proposals must contain the following information in the order outlined. Proposals not following the specified format below or that are incomplete, conditional, obscure, or contain additions not requested, exceptions to material provisions, or irregularities of any kind, may be deemed non-responsive and disqualified from the process.

- a. Cover Letter
- b. Management Team & Organizational Chart
Each Proposer must submit an organization chart of key team members necessary to execute the FBO operations. Please submit a list of employees or position titles.
- c. Qualifications and Experience Statement for Management Team
Each proposer shall provide sufficient documentation, including resumes of the management team personnel and financial institutions to demonstrate qualifications to carry out successful FBO operations. Proposers should include information about similar operations or business management experience.
- d. Proposed Financial Plan
Each proposer must include a pro-forma of its financial plan indicating the proposed annual rents that will be paid to the City, fuel flowage fees, the anticipated annual operating and maintenance expenses, and the anticipated annual revenue to be generated from the operation of FBO facilities and services.
- e. Proposed Facilities and Services
Each proposer shall describe in detail the full range of facilities and services the proposer commits to provide as part of the proposer's operation.
- f. Proposed Changes to the Agreement
Any proposed changes to the "Aeronautical Purposes - Fixed-Base Operator Agreement" that are requested by the proposer.
- g. Signed Copy of the Affidavit and References

Section IV. Evaluation Criteria and Selection Process

It is the intent of Blanding City to select one FBO to enter into an agreement to provide services at the Blanding Municipal Airport. The selection of one FBO will be based on the City's determination of the best financial and business offer to the City. The determination of the best financial and business offer will be at the sole discretion of the City and its representatives. The determination of the best business offer will be based on several factors including but not limited to:

1. The expected amount of revenue that will be paid by the lessee to the City during the term of the lease.
2. The financial strength, security, and capacity of the Proposer and financial partners to perform in accordance with the submitted proposal.
3. The qualifications and experience of the proposer and key team members.
4. The overall plan for FBO services at the airport to increase traffic and provide economic benefit to Blanding.
5. Familiarity with local conditions including; Blanding Airport tenants, customers, service requirements, and rules and regulations.

Federal law prohibits the City from allowing exclusive rights to a single operator and from being discriminatory in lease negotiations. However, the City does not represent nor guarantee that there will be more than one FBO.

Each Proposer will have an opportunity to submit a proposal under the conditions of the RFP. Each proposal will be ranked according to the criteria established in this RFP. Negotiations with the highest-ranked Proposer will be pursued first until an agreement that binds the Proposer to enter into a lease is reached. If negotiations are not reached with the highest-ranked proposer, the City will pursue the next highest ranked Proposer.

Section V. General Terms and Conditions of the Proposal

A. Materials Submitted

All materials submitted in response to this RFP become the property of the City. Each proposer, as an express condition for the City's consideration of such proposal, agrees the contents of every other proposal are confidential and proprietary, and

waives any right to access such Proposals until 30 days after City Council awards the lease(s) for this RFP. No submission or supporting documentation will be returned to proposers except as part of the lease with a successful proposer or in the return of a rejected or non-responsive proposal.

B. City's Reservation of Rights

The City reserves the right to modify the selection process as necessary, and at its sole discretion, to resolve any unforeseen complications or conflicts that might arise during the evaluation, negotiation, and selection processes. The City reserves the right to take any course of action as the City deems appropriate at the City's sole and absolute discretion, which may include:

- waiving any defects or informalities in any proposal or proposing procedure;
- accepting or rejecting any or all proposals or any part of any or all proposals;
- canceling the RFP in part or in its entirety;
- reissuing the RFP with or without modification;
- negotiating any or all Proposal elements with entities of its choice or negotiating with any qualified sources;
- any other option deemed to be in the City's best interest.

C. Right to Investigate

In addition to the references submitted, the City may obtain information on past performance of any previous or existing leases. The City's determination as to whether the proposer is qualified and responsible will be based on the information furnished by the proposer in the proposal requirements, interviews (if applicable), as well as from other sources determined to be valid by the City. Award will not be made until after such investigations, as are deemed necessary, are made by the City regarding the experience and financial responsibility of the proposer, which each proposer agrees to permit by submitting its proposal.

Affidavit

Assurances

The undersigned proposer hereby submits to Blanding City (City) the enclosed proposal based upon all terms and conditions set forth in the City's RFP and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by proposer. The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of proposer's proposal.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality of service to the City at reasonable rates.
7. This proposal is valid for a minimum of 120 days subsequent to the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, commercial officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Legal Status

1. In the past 7 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence.

Yes () No ()

2. Have you personally, or any business with which you have been involved, ever been a defaulter as surety upon any obligation to the City? If "Yes," provide details.

Yes () No ()

3. Are there any pending liens, claims or litigation in excess of \$1,000,000 involving the proposer? If "Yes," provide detailed information regarding complaints about how the quality of applicant's services was unsatisfactory.

Yes () No ()

4. Has the proposer been involved in any lawsuits in the past 5 years? If "Yes," provide list.

Yes () No ()

5. Have any of the proposer's consulting contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 5 years? If "Yes," provide name, location, and date of the contract(s).

Yes () No ()

6. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings.

Yes () No ()

7. Proposer intends to operate the business as a (check one):

Corporation ()

Joint Venture ()

Limited Liability Company ()

Partnership ()

Sole Proprietorship ()

References

Proposer shall furnish the names and contact information for 3 firms or government entities for which the proposer is furnishing or has furnished services similar to those described in this RFP or applicable business or personal references.

1. Company and Reference Name:

Address:

Telephone/Fax/E-Mail:

2. Company and Reference Name:

Address:

Telephone/Fax/E-Mail:

3. Company and Reference Name:

Address:

Telephone/Fax/E-Mail:

Signature(s)

Name of Proposer (Legal Name): _____

Printed Name of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Telephone/Fax/E-Mail: _____

Signature of Authorized Person: _____

Name of Joint Venture and/or
Subconsultant Partner (if applicable): _____

Printed Name of Authorized Person: _____

Business Address: _____

Telephone/Fax/E-mail _____

Signature of Authorized Person: _____

NOTARIZED

Signed and sworn before me this _____, day of _____.

Notary Signature: _____

My Commission Expires _____

Affix Seal



AGREEMENT GRANTING COMMERCIAL PRIVILEGES FOR AERONAUTICAL PURPOSES AT THE BLANDING MUNICIPAL AIRPORT

Agreement made this _____ day of _____, 2020, by and between the **City of Blanding**, a body corporate and politic of the State of Utah hereinafter called Lessor and **Company** to perform as the airport's fixed base operator (FBO), hereinafter called Lessee.

In consideration of the mutual covenants and agreements herein contained it is agreed by and between the parties as follows:

1. Lessor leases to Lessee the terminal building containing offices, waiting room and restrooms, the fuel storage space and fuel tanks, pumps and all facilities and equipment used in the dispensing of aircraft fuel located on the Blanding Municipal Airport in Section 10, T. 37 S., SLM, located near Blanding, Utah.
2. This lease is for a term of 5 years, commencing with the date of this agreement until canceled by 60 day written notice by either party.
3. In exchange for FBO airport management services, the following rights and privileges are granted to Lessee to wit:
 - a. The non-exclusive right, (except as noted herein) to sell airplanes, airplane parts, and aviation fuel, supplies and equipment of every kind and character.
 - b. The non-exclusive right to use, in common with others, all public airport facilities and improvements of public nature which are now, or may hereafter be, connected with, or appurtenant to, the airport, including, but not limited to landing, taxiing, parking areas and other common use facilities.

- c. The right to construct facilities such as ramps, office building, etc., required in connection with the services to be provided by Lessee with such construction to be at sites to be mutually agreed upon by the parties hereto, and in accordance with the airport layout plan.
- d. To give instructions in aviation, aeronautics and aeronautical engineering, to engage in the renting of aircraft and charter service of aircraft for passengers and cargo and the right to make reasonable charges for the FBO services and facilities as agreed by the lessor of said airport other than the landing and takeoff areas.

4. Lessee agrees:

- a. To operate the premises leased for the use and benefit of the public and to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof. To actively promote the airport and aviation business issues.
- b. Not to discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any service or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the Federal Aviation Regulations and to comply with such enforcement procedures as the United States might demand that the Lessor take in order to comply with the sponsor's assurances.
- c. To provide and maintain sufficient airplanes to meet public demand for services offered.
- d. To provide and maintain adequate staff and employees with skills, licenses, and certificates appropriate to the activities conducted, such as, but not limited to, charter flights, student instruction, fuel sales, storage, records, proper operation of all fuel related equipment, reports, maintenance, operation of power gate, etc.
- e. To maintain accurate and acceptable records regarding FBO operations which are to be made available for examination by the Lessor.
- f. To operate during specified hours as stated in this lease and to conform to all rules, regulations, fixed based operator's standards and ordinances adopted by the Lessor or other applicable government bodies, including safety, health and sanitary codes.
- g. To demonstrate evidence of financial stability and good credit rating as requested by the Lessor.
- h. To conduct operations in and upon said airport and in connection therewith in strict compliance with the regulations of the Federal Aviation

Administration, statutes of Utah and the ordinances of the City of Blanding, and to transact business in such a manner as will develop and maintain the good will and active interest of the citizens of Blanding and the general public who may have occasion to use said airport or to come in contact with Lessee.

- i. To furnish the following services in a good and workmanlike manner:
 - I. Operate on a 24 hours a day, 7 days a week basis, including pilot and public access to the West terminal building.
 - II. Custodial labor and supplies, yard service - including watering and mowing all grass areas, rodent control, snow removal around both terminal buildings and along the gateway entrance, and weed control as follows: West terminal Building and all parking areas and apron surface. Provide maintenance, repair, and supplies for all leased facilities and equipment. Maintenance is defined in this agreement as repairs and necessary preventative maintenance with a cost of less than \$2,000.
 - III. Fuel sales including:
 - A. Fuel purchases
 - B. Maintaining accurate fuel sales records
 - C. Maintenance for fuel truck(s) for both aviation fuel and jet fuel.
 - D. Maintenance and repair of the fuel system.
 - E. Set fuel prices subject to the following guidelines:
 1. Provide Blanding City a fuel flowage fee of 9 cents per gallon of both avgas and jet fuel remitted quarterly with the quarterly report.
 2. Maintain fuel prices competitive with surrounding airports making Blanding Municipal Airport a preferred landing destination in the area.
 3. Daily, monthly, and annual quality control (as recommended by the fuel provider), maintenance and record keeping of fuel storage. Report capital improvement needs to the Blanding Airport Manager in a timely manner.
 - IV. Quarterly report to Lessor including at least the following:
 - a. Fuel sales
 - b. Accidents or incidents
 - c. Airport activity (take-offs and landings) with tail numbers if available

- d. Estimated passengers to and from airport
- e. Comments
- j. To pay all utilities for the terminal building and fuel pumps.
- k. Any and all additional supplies, equipment, uniforms and/or materials whatsoever, which may be necessary to perform the services required hereunder, not already provided shall be furnished by Lessee at no additional cost or charge to the Lessor.
- l. To attend Annual Airport Meetings called by the Lessor, and provide staff to take minutes and keep records of the annual meeting and provide digital copies to the Blanding Airport Manager.
- m. To monitor and replace the city provided light bulbs on all runway lights as needed.

5. The Lessor Agrees:

- a. Lessee can engage in non-aeronautical activities which support the aeronautical activities and relate to added service to the flying public.
 - b. To provide fueling facilities, and major capital improvements as planned and as airport funding allows.
 - c. To provide West terminal building, and capital improvements as planned and as airport funding allows.
 - d. To provide liability and property insurance as part of Lessors umbrella insurance policy for the City of Blanding, to cover liability or losses not covered by Lessee's insurance policies as required herein.
6. Lessee agrees to notify the Lessor of major capital improvement requests in writing by March 1st of each year. Capital improvements as defined in this agreement are capital expenditures in excess of \$2,000.
7. Lessee agrees to advise and assist the Lessor on all facets of the Airport operations including safety measures, construction improvements, and developments which enhance the use and availability of such public facilities.
8. (a) Lessee, at its sole expense, shall obtain and keep in force during the term of this Agreement, or any renewals or extensions thereof, a policy or policies from a responsible insurance company of comprehensive general public liability and property damage insurance approved by Lessor, as additional insureds with minimum limits of not less than \$1,000,000 for injury to one person including death and not less than \$1,000,000 for injury to more than one person

including death in any one accident or occurrence, and also insurance in the sum of not less than \$1,000,000 against claims for property damage. Such policy or policies of insurance shall insure against loss, injury, death or damage to person or property of the public, and their respective Directors, Officers, employees, agents, patrons, or customers.

(b) Such Liability insurance shall specifically cover the contractual obligation of Lessee under the indemnity provision contained in this Agreement, and shall also cover Lessee's operation, management and conduct of all its business activities and any attendant facilities and services.

(c) All insurance policies shall be issued by companies and in forms satisfactory to the Lessor and shall expressly provide that the insurance company or companies shall notify in writing at least thirty (30) days prior to any alteration or cancellation thereof. Lessee will forthwith provide the Lessor with current certificates of such insurance upon request.

(d) Lessee agrees that if it does not procure all such insurance and keep the same in full force and effect, the Lessor at its option and subject to its right of reimbursement from Lessee may obtain such insurance and pay the premium therefore, after notification to FBO.

(e) The adequacy of the coverage afforded by said liability insurance, whether obtained by Lessee or Lessor on Lessee's behalf, shall be subject to review by Lessor, from time to time and if it appears as a consequence of such a review that a prudent businessman in the area operating business similar to those operated by Lessee, should increase the limits of his liability insurance, Lessee shall, to that extent, forthwith increase such limits.

(f) Lessee shall also obtain and maintain Workmen's Compensation Insurance Liability covering Lessee and all personnel and agents directly or indirectly connected with the performance by Lessee of its services and activities under this Agreement.

(g) Lessee waives its subrogation rights against Lessor with respect to any claims (including but not limited to claims for bodily injury and property damage) which are caused by or result from (i) risks insured against under any valid and collectible insurance contract or policy carried by Lessee and in force at the time of any such injury and/or damage or (ii) risks which would be covered under any insurance required to be obtained and maintained by Lessee under this Article 8, even if such required insurance is not in fact obtained and maintained. Said waiver shall be in addition to , and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any bodily injury or any loss or damage to property or the parties hereto.

(h) Lessee shall cause each insurance policy obtained by it with respect to this Agreement to provide that the insurer waives all rights of recovery by way of subrogation against Lessor (and any officers of Lessor), in connection with any claims for bodily injury or property damage coverage by such policy.

9. Lessee agrees to fully protect, indemnify, hold harmless and defend Lessor, their Directors, Officers, employees, agents, affiliates and subsidiaries from and against, including but not limited to any and all loss, costs, injury, death of any person, liability, claims, liens, demands, taxes, penalties, fines, interest, actions or cause of action, suits, damages or expenses, cost of investigation and defense, including counsel or attorney's fees, whether incident to or in connection with performance of work contemplated under this Agreement which might result from: any negligent act or omission or willful misconduct of Lessee or its sub-Lessees or their Officers, agents, or employees; or the performance or nonperformance of any act, activity or service.
10. Lessee understands and agrees that no right or privilege has been granted to Lessee which would operate to prevent any person, firm or corporation operating aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
11. The parties understand and agree that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, or for aeronautical activities such as, but not limited to: A. Charter operations. B. Pilot training. C. Aircraft rental. D. Aerial photography. E. Crop dusting. F. Sale of Aviation Petroleum products. G. Air Carrier operation. H. Aircraft sales and service incidental thereto. I. Any other activity which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
12. Lessee agrees to comply with all Federal, State and Local laws, ordinances and/or rules and regulations in connection with the performance of its service and obligations under this contract. Lessee further agrees to comply with any and all rules and regulations which may be issued or promulgated by the Lessor.
13. Lessee does hereby state, represent and warrant that he is an independent contractor. In no event and/or under no circumstances shall Lessee in the performance of its contractual obligation hereunder be deemed or considered to be acting as a servant, agent or employee of Lessor. Lessee agrees that it is

solely responsible for all payments due or to become due to all its employees, or material supplies, including the withholding of appropriate taxes and the compliance with any and all worker's compensation laws or similar employer obligations or requirements with respect to its employees, and Lessee hereby agrees to indemnify and save harmless Lessor, and any affiliate, subsidiary, employee or parent corporation of either against any and all liability therefore.

14. This lease shall be subordinated to the provisions of any existing or future agreement between Lessor, State of Utah and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
15. This Agreement may not be assigned by Lessee without the prior written consent of the Lessor.
16. All Notices or other writing in this Agreement provided to be given shall be deemed to have been fully given, made or sent when deposited in the United States mail, certified return receipt requested, or registered, postage prepaid and addressed as follows:

Lessee:

**Lessor: Blanding City
50 W 100 S
Blanding, UT 84511**

The Address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above provided.

17. This Agreement shall not be construed in any way or create a partnership or joint venture between the parties. The sole relationship of Lessee to Lessor is that of an independent contractor.
18. It is the Intention of the parties hereto that the terms, conditions and provisions of this Agreement shall be legally binding upon and inure to the benefit of and be

enforceable by each of the parties hereto and their respective successors and assigns.

19. This is the entire agreement between the parties and any future changes will be in writing, signed, witnessed and included as amendments thereto.

Witness the hands of the parties the day and year first above written.

Lessor: City of Blanding

Mayor

Attest:

Recorder

Lessee:

Attest:

Jason Nay
Cell: 801-907-1645
Email: jasonnay19@gmail.com
153 E Apple Lane
Blanding, UT 84511

May 23, 2020

Blanding City
50 W 100 S
Blanding, UT 84511
Attention: Jeremy Redd
Fixed Base Operator RFP
Blanding Airport

To whom it may concern,

My name is Jason Nay, I am currently a captain at Spirit Airlines. My love for aviation started as a small child when my grandpa would take me to Salt Lake international airport to watch planes land. I have now been working in the aviation industry for the last 17 years. Throughout that time I have worked as an aircraft fueler, bag loader, gate agent, flight school manager, pilot, and chief pilot. I have over 6000 hours of flight time which has landed me at FBO's all around the country. During that time I have seen hundreds of FBO's, some that ran smooth and efficiently and others that struggled throughout their entire operation.

In 2012 I started working as a pilot for Guardian Flight. After less than a year I was recruited to be the Assistant Chief Pilot. Soon after, in 2014, I was promoted to Chief Pilot. In that role I oversaw the recruiting, scheduling, training, payroll, and day to day operation for over 100 pilots. I also worked closely with several different departments with in the Guardian Flight system and still have a friendly, professional relationship with Guardian Flight.

In 2014 my wife and I were able to relocate to Blanding and make it our forever home. I have grown to love the area and the small aviation community it has. I would love nothing more than to see this community grow and see the town of Blanding benefit from the economic boost an airport should provide to a community. I have outlined in my proposal the changes that I would make to increase air traffic and promote aviation at Blanding Municipal Airport.

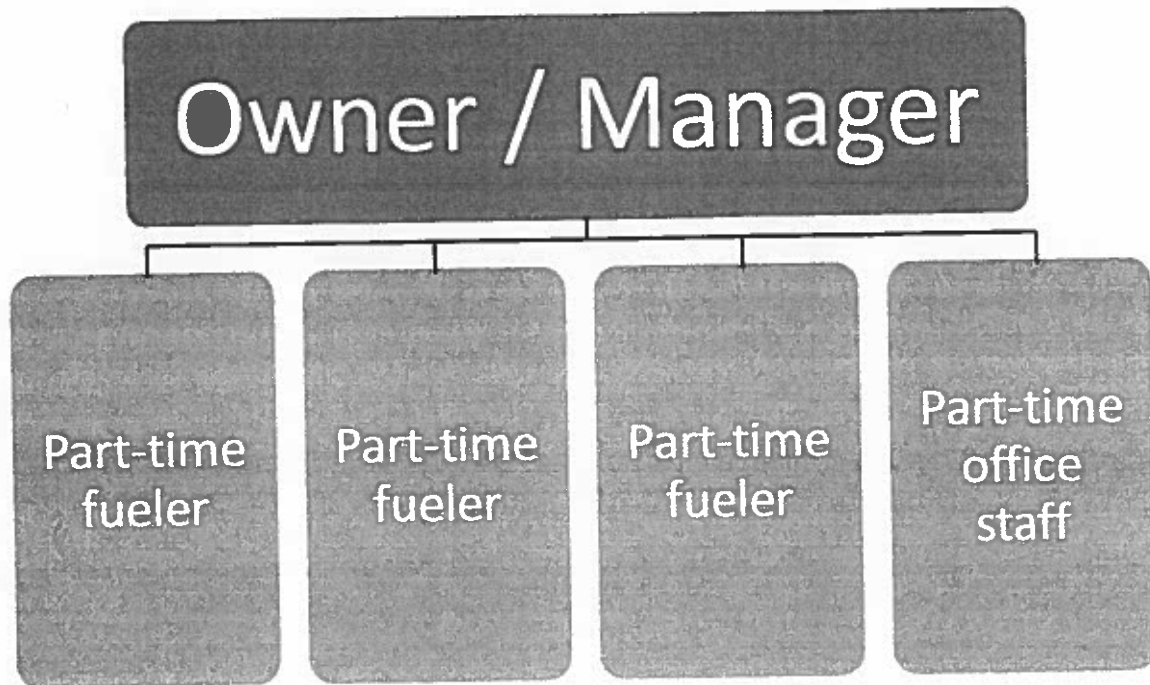
If you have any questions regarding this proposal please contact me at the phone number or email address included above.

Sincerely,

Jason Nay

Management Team and Organizational chart

Owner / Manager – Jason Nay



Staffing:

Initial staffing levels will be as above. Three part-time on call fuelers to provide 24/7 coverage and one part-time office staff to work when needed and keep the terminal building clean. After one year we anticipate an increase in traffic which will allow us to increase staffing and have the terminal building staffed during daylight hours 7 days a week.

Dear City Administrator, Mayor, and City Council Members,

I would like to summarize my plan for the Blanding Airport FBO. This is something I have been trying to make happen for over two years. If the proper person gets the FBO I think it could be a great service to the community. I have two main goals when it comes to running the FBO.

My first goal is to promote aviation. I feel that we live in one of the most beautiful places in the world and it is absolutely breath taking from the air. Several hundred pilots from all over the country fly to this area every year. The sad thing is Blanding currently isn't one of the places they stop. Currently the gas is priced far too high for any pilot to want to stop here unless they have to. The current price is \$5.47 for Avgas and \$5.19 for JetA. I would increase traffic by lowering the price to be the cheapest fuel in the area. I have done the research and I know exactly what it costs to get fuel delivered here and exactly how overpriced it currently is. I can fix this and get those planes that already fly near here to make Blanding Municipal Airport their preferred stop for fuel.

My second goal is to make sure that Guardian Flight remains in Blanding and remains happy with their fuel situation. Guardian Flight is one of the largest employers in the area and should be one of the top priorities of the FBO. Last year the pumps at the airport pumped 50,570 gallons of fuel. Over 45,000 of it was Guardian Flight. I have been working with Mike Salveson at Guardian Flight and we have reached an agreement on fuel pricing for them. Guardian Flight supports me in taking over the FBO and looks forward to working with me in the future.

I'm sure you noticed from my financial spreadsheet that the FBO, after expenses, isn't going to make very much money and anyone who thinks that it is going to make the rich is going to be sadly surprised. I have a great job and it will provide me with the startup capital to start the FBO and purchase fuel. As a security blanket I have secured a \$35,000 zero interest loan from an aviation enthusiast. Aviation is my passion and that is the only reason I want to run the FBO. I plan on hiring staff to be at the airport building during normal business hours as soon as aviation traffic increases and there is a need for it. Until that time I will staff the FBO with on call employees. I would love the opportunity to speak with each of you and/or present to the selection committee about my plans. I hope you consider my proposal and look forward to working with you in the future.

Respectfully,

Jason Nay
Jasonnay19@gmail.com
801-907-1645

JASON NAY

153 E Apple Lane Blanding, UT 84511

E-Mail: jasonnay19@gmail.com

Phone: (801) 907-1645

OBJECTIVE: To own and operate the FBO at Blanding Municipal Airport

WORK EXPERIENCE: Spirit Airlines
Captain – Airbus 320 series

Operate passenger flights in A320 aircraft all around the Continental US, the Caribbean, Central America, and South America.

Guardian Flight

Chief Pilot | Assistant Chief Pilot | Check Airman | Training Captain | Captain
April 2012 – February 2017

Hired in April of 2012 as an Air Ambulance Captain. I was promoted to Assistant Chief Pilot in December 2012 and then to Chief Pilot in October 2014. My responsibilities included overseeing day to day flight operations, pilot staffing, training and checking, pilot records, personnel evaluations and managing all aspect of the pilot group.

CAPE AIR

Captain

Sep 2011 - April 2012

Part 135 passenger operations in upstate New York and New England

PENINSULA AIRWAYS

Captain

Apr 2009 - Sep 2011

Part 135 passenger and cargo operations in Alaska

SKYWEST AIRLINES, INC.

Customer Service Supervisor

September 2003 - February 2010

Managed Customer service in Salt lake International Airport overseeing over 150 daily departures and working in all aspects of 121 airline operation

EDUCATION: Flight School at Palm Springs
Private, Instrument, and Commercial pilot certificates

Flight Safety

Completed several flight safety courses always archived pro card

CERTIFICATES:

- Airline Transport Pilot Certificate AMEL
- Commercial Privileges ASEL
- First Class Medical
- Current Passport
- Restricted Radio Operators License

FLIGHT EXPERIENCE:

- Total time: 6500
- PIC: 5750
- Multi-Engine: 3350
- Turbine: 4550
- EFIS Time: 1400
- Dual Crew: 2800

Five-Year Income Statement

Blanding FBO

Financial statements in U.S. dollars

Revenue

Gross Fuel Sales
Hanger Rentals
Gross Income

2023

2022

2021

2020

300,000
17,280
317,280

260,000
17,280
277,280

191,250
17,280
208,530

67,500
8,640
76,140

Cost of Goods Sold

Gallons of fuel sold
Cost per gallon
Fuel Purchase Cost
Cost of Goods Sold

75,000
3
225,000
225,000

65,000
3
195,000
195,000

45,000
3
135,000
135,000

15,000
3
45,000
45,000

Gross Profit (Loss)

92,280

82,280

73,530

31,140

Expenses

Building Maintenance
Courtesy Cars
Insurance
Miscellaneous
Office Expense
Rent
Repairs and Maintenance
Terminal Building remodel
Utilities
Wages
Total Expenses

6,000
6,000
12,000
6,000
1,000
0
2,400
43,800
77,200

6,000
6,000
12,000
6,000
1,000
0
2,400
43,800
77,200

6,000
6,000
12,000
6,000
1,000
0
15,000
2,400
10,950
59,350

3,000
6,000
6,000
3,000
3,000
0
3,000
1,200
5,460
30,660

15,080

5,080

14,180

480

Net Income

Facilities and services

- 24/7 on call or self-serve fueling for cheapest price in area
- Nightly hanger rental
- Remodeled terminal building with several improvements
- Pilot lounge in terminal building with lounge chairs and TV
- Flight planning room in terminal building with computer for checking weather
- Complimentary water/drinks for customers
- On call aircraft maintenance
- Annual fly in partnered with the Utah Backcountry Pilots Association
- De-icing
- Preheating
- Tie-downs
- Hotel arrangements
- Car rental arrangements
- Catering from local restaurants
- Baggage service
- GPU (ground power unit for powering aircraft on the ground without engines running)

Changes to the Agreement

- I request to add hanger rental as part of the agreement. With this I would propose that the FBO take over all hanger rentals and keep the income from the rentals. Also the FBO would agree to maintain the hangers and provide improvements as needed. The hanger buildings are in need of some repair to keep them in good working condition. Currently several hangers have leaks in the roofs, the rain gutters all need replaced, and several of the doors need repairs. Those would be the items I would improve to begin with.
- I request rent for the terminal building be free. I am open to negotiating the rental price but any increase would mean I would need to set the price of fuel higher which would decrease the advantage to stopping in Blanding for fuel.
- I would be doing a remodel of the terminal building within the first year of business and request that the city shares in the cost to do the improvements as part of the capital improvements in section 5. Amount expected to be 15,000 requested from the city.
- Request change to section 4,I,III,E,1 fuel flowage fee. I would request the fuel flowage fee be reduced or eliminated as to keep fuel price as low as possible.

Affidavit

Assurances

The undersigned proposer hereby submits to Blanding City (City) the enclosed proposal based upon all terms and conditions set forth in the City's RFP and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by proposer. The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of proposer's proposal.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality of service to the City at reasonable rates.
7. This proposal is valid for a minimum of 120 days subsequent to the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, commercial officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Legal Status

1. In the past 7 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence.

Yes () No ☒

2. Have you personally, or any business with which you have been involved, ever been a defaulter as surety upon any obligation to the City? If "Yes," provide details.

Yes () No ☒

3. Are there any pending liens, claims or litigation in excess of \$1,000,000 involving the proposer? If "Yes," provide detailed information regarding complaints about how the quality of applicant's services was unsatisfactory.

Yes () No ☒

4. Has the proposer been involved in any lawsuits in the past 5 years? If "Yes," provide list.

Yes () No ☒

5. Have any of the proposer's consulting contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 5 years? If "Yes," provide name, location, and date of the contract(s).

Yes () No ☒

6. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings.

Yes () No ☒

7. Proposer intends to operate the business as a (check one):

Corporation ()

Joint Venture ()

Limited Liability Company ☒

Partnership ()

Sole Proprietorship ()

References

Proposer shall furnish the names and contact information for 3 firms or government entities for which the proposer is furnishing or has furnished services similar to those described in this RFP or applicable business or personal references.

1. Company and Reference Name: GUARDIAN FLIGHT, CHRIS EWALD
Address: 333 W FREEDOM WAY, BLANDING UT 84511
Telephone/Fax/E-Mail: 970-901-2230 / CHRIS@GUARDIANFLIGHT.COM

2. Company and Reference Name: GUARDIAN FLIGHT, MIKE BROWN
Address: 333 W FREEDOM WAY, BLANDING UT 84511
Telephone/Fax/E-Mail: 801-755-3913 / MIKEBROWN21@GMAIL.COM

3. Company and Reference Name: JOSHUA BETOF
Address: SPANISH FORK, UT
Telephone/Fax/E-Mail: 801-664-4945 / JOSHUA.BETOF@GMAIL.COM

Signature(s)

Name of Proposer (Legal Name): JASON NAY

Printed Name of Authorized Person: JASON NAY

Title: _____

Business Address of Proposer: 153 E APPLE LANE KSLANDING UT 84511

Telephone/Fax/E-Mail: 801-907-1645 JASONNAY19@GMAIL.COM

Signature of Authorized Person: [Signature]

Name of Joint Venture and/or
Subconsultant Partner (if applicable): _____

Printed Name of Authorized Person: _____

Business Address: _____

Telephone/Fax/E-mail: _____

Signature of Authorized Person: _____

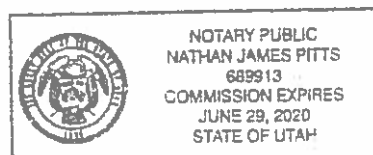
NOTARIZED

Signed and sworn before me this 28th day of May 2020.

Notary Signature: Nathan James Pitts

My Commission Expires June 29th 2020

Affix Seal



City of Blanding F.B.O. Proposal

Proposed By:

Shelby D. Seely
1380 North 500 West
Blanding, Utah 84511
(453) 275-5881
supersplashinc@gmail.com

Kasper B. Pedersen
845 North 240 West
Blanding, Utah 84511
(801) 828-7211
k.pedersen0411@gmail.com

Proposed To:

Blanding City
50 West 100 South
Blanding, Utah 84511

May 28, 2020

Blanding City Management,

Thank you for your consideration in reviewing our proposal to manage and run the Blanding, Utah FBO. We are confident in our ability to run this operation. We intend to provide a clean and professional environment and improve customer service in the hope to increase customer base.

I, Kasper, believe that my experience in the aviation field, working alongside the FAA and many F.B.O. customers along with my prior knowledge and experience in managing and operating F.B.O.'s will be a valuable asset to the City of Blanding F.B.O. operation.

I, Shelby, with my experience of owning and operating businesses, managing employees, working with the public and managing finances will be an asset to the prosperity of the F.B.O.

We will work hard in making sure that customers are treated fairly and feel confident in doing business with us. We will work to make the facility clean and useful and promote growth of the F.B.O. We will budget and be resourceful to make it profitable for both parties.

Respectfully,

Shelby D. Seely



Kasper B. Pedersen



Management Team

Shelby D. Seely/Owner Operator

1380 North 500 West

Blanding, Utah 84511

(435) 275-5881

supersplashinc.@gmail.com

Kasper B. Pedersen/Owner Operator

845 North 240 West

Blanding, Utah 84511

(801) 828-7211

k.pedersen0411@gmail.com

Charis Pedersen/Office Manager

845 North 240 West

Blanding, Utah 84511

(801) 368-4721

charis.seely@gmail.com

Adele Seely/Secretary

1380 North 500 West

Blanding, Utah 84511

(435) 275-5882

adele.seely@gmail.com

Qualifications and Experience of Shelby D. Seely

I have been a private business owner in Blanding and the surrounding area for the past 23 years. I currently own and operate Super Splash Car Wash and One Stop Laundromat in Blanding, and also three additional car washes in Cortez, Colorado. Between the five business locations I employ ten people. I strive to operate a clean and successful business that is an asset to the community. I have always stayed current with any city regulations and current with current with payments and taxes owed.

I was a general contractor for eight years where I did many construction projects throughout San Juan County.

I have background in aviation. I learned to fly at the Blanding Airport and at that time I also owned an airplane. I had a hanger space and also bought fuel at the F.O.B. I currently have friends and acquaintances that use the airport and F.B.O. for recreation and business needs.

With the experience that I have acquired over the years, working with government entities and the general public, I would like the opportunity to work with the City of Blanding to make the F.B.O. a clean and inviting facility with competitive fuel pricing.

With my current companies assets, I will have the financial funds to support F.B.O. operations and fuel purchases. Having employees currently hired I have a pool of people I can call on if the need arises.

Qualifications and Experience of Kasper B. Pedersen

I am Kasper Pedersen. I started my career in aviation in 2016, working for Eagle Air Med in Blanding Utah.

During the first year and a half of my career with Eagle Air Med, as well as aircraft maintenance, part of my responsibilities was to maintain three fuel farm locations, Kayenta AZ, Chinle AZ and Blanding Utah. While maintaining these three fuel farms, I was responsible for ordering and receiving fuel, testing the specific gravity and quality of the fuel, ensuring that the safety and quality of the fuel product being sold was being upheld to the standards and regulations set forth by the FAA and National Fire Prevention Association, including the proper disposal of sumped/waste fuel. I would also perform daily, weekly, monthly and yearly safety and conformance inspections on the fuel farms and fuel truck, including maintaining and keeping record of these inspections, using the correct forms and for the required period of time. I also maintained the FuelMaster fuel pump controller and performed maintenance and upkeep on the fuel farms and fuel truck, such as replacing fuel filters, screens, nozzles and hoses, and in general ensuring a safe, functional and hazard free fuel farm and fuel truck. During the time that I was maintaining and overseeing these three fuel farms I was part of three FAA 6 month inspections, all which came back with great comments on how the fuel farms were being managed and maintained better than ever before.

Other than the fuel farms I also performed all other aspects of maintaining and operating the Blanding Utah F.B.O., such as fueling aircraft with the fuel truck using standard Jet A nozzle and single point during and after hours, performing transactions for customers for fuel purchased and keeping record of all fuel sold to customers and used by the Eagle Air Med air ambulance service, maintaining and cleaning courtesy cars, replacing and testing runway lights and wind sock, F.O.D. sweeping, weeding, snow removal, and maintaining the terminal building.

All the work I performed for the Blanding Utah F.B.O. was done in coordination with City employee Bret Hosler, whom I gained a good working relationship with.

Since this, Eagle Air Med gained a new owner and has been renamed to Guardian Flight, and my focus was shifted solely towards the A and P O.J.T. program I was enrolled in. I successfully completed the A and P O.J.T. program, and later successfully completed a Repairman O.J.T. program, and now I work for the same company as I started out in, as a Certified Airframe, Powerplant and Repairman Avionics Technician.

Throughout my aviation career here in Blanding Utah I have gained a great relationship with the FAA inspectors, product and service providers for the F.B.O., many pilots, the company I currently work for and other customers of the Blanding Utah F.B.O. This with all my experience with the F.B.O., I believe will be key and instrumental to the proper operation of the Blanding Utah F.B.O. and to be able to elevate it to its potential.

Proposed Financial Plan

We think that a tax of 9 cents per gallon of fuel sold from the F.B.O., proposed to us by city manager, Jeremy Redd, is fair.

We would like to propose that in addition to the city fuel flow tax, that any rent owed to the city, for the terminal building and other items, be paid likewise in the form of an added fuel flow tax rate on every gallon of fuel sold from the F.B.O. This is proposed with the willingness to negotiate acceptable terms between both parties.

We have available finances to run and operate the F.B.O.

We requested financial profit and loss statements, which there were no record of. All we have to go off, is the presumption of approximately 50,000 gallons of fuel sold in a years' time, and the majority of that being Jet A. We are willing to further investigate profit and loss numbers, and negotiate a mutually beneficial and profitable agreement for both parties.

Proposed Facilities and Services

We desire to manage and operate all aspects of the City of Blanding F.B.O. We would like to provide the following services:

- 24/7 access to fuel services
- 24/7 access to terminal building and services provided inside
- 24/7 access to courtesy cars
- 24/7 customer service and support

We would like to provide upgraded services, functions and aesthetics for the customers and the F.B.O. grounds and facilities.

In the future we would like to consider the option of providing added services such as, flight school and air craft rental, which would be operated out of the offices in the terminal building.

Proposed Changes to the Agreement

No changes.

6. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings.

Yes () No ☒

7. Proposer intends to operate the business as a (check one):

Corporation ()

Joint Venture ()

Limited Liability Company ()

Partnership ☒

Sole Proprietorship ()

References

Proposer shall furnish the names and contact information for 3 firms or government entities for which the proposer is furnishing or has furnished services similar to those described in this RFP or applicable business or personal references.

1. Company and Reference Name: *Vectra Bank Co. Dustin Sturdevant*
Address: *350 W. Montezuma Avenue, Cortez, Colorado 81321.*
Telephone/Fax/E-Mail: *970 564 5112 / 970-565-4434.*

2. Company and Reference Name: *Phil Lyman, CPA.*
Address: *333 South Main St #2, Blanding, UT 84511.*
Telephone/Fax/E-Mail: *(435) 678-2411.*

3. Company and Reference Name: *Guardian Flight, Chris Ewald Regional MX Manager*
Address: *212 W. Freedom Way, Blanding, UT 84511.*
Telephone/Fax/E-Mail: *(970) 901-2230*

Signature(s)

Name of Proposer (Legal Name): Shelby D Seely

Printed Name of Authorized Person: Shelby D Seely

Title: Owner

Business Address of Proposer: 1380 N 500 W Blanding UT 84511

Telephone/Fax/E-Mail: 435-275-5881 - supersplashing@gmail.com

Signature of Authorized Person: [Signature]

Name of Joint Venture and/or
Subconsultant Partner (if applicable): Kasper Bell Pedersen

Printed Name of Authorized Person: Kasper Bell Pedersen

Business Address: 845 N 240 W, Blanding, UT 84511

Telephone/Fax/E-mail (801) 828-7211 - k.pedersen0411@gmail.com

Signature of Authorized Person: [Signature]

NOTARIZED

Signed and sworn before me this 28, day of May 2020.

Notary Signature: [Signature]

My Commission Expires 12/27/2020

Affix Seal



Contract for Legal Services

This is a contract for legal services between the City of Blanding (the “City”) and Kendall G. Laws, P.C. (the “Firm”). This contract is for civil and criminal legal services for 36 months, beginning on July 1, 2020 and ending on June 30, 2023. In the event that either party wishes to terminate the contract before June 30, 2023, a 60-day notice must be given.

Hours, Rate and Expenses

The City agrees to pay a monthly fee of \$1,500.00 in exchange for 180 ~~240~~ hours per calendar year. In the event that the City uses more than 180 ~~240~~ hours in the calendar year they will be billed at \$75 ~~\$100~~ per hour for each additional hour beyond 180 ~~240~~.

The Firm will provide a monthly invoice of the hours billed each month and a brief explanation of work provided for each hour used.

Travel and other non-contractual expenses that may occur will be reimbursed using the same policy the City uses for other employees. Additionally, if any specialized computer software is required to properly carry out these services, those costs will be negotiated with the City at that time.

Association Membership, Training and Conferences

The City agrees to pay \$1,500 ~~\$1,000~~ annually to cover the costs of association memberships, trainings, and conferences that the Firm might join or attend during that year. The City will make this payment at the same time that it makes the January payment for the Firm’s services. This money will be used to join associations and attend conferences that will benefit the City.

Availability and Services

Availability: The Firm’s office is located at 356 South Main Street, Suite 3 in Blanding with regularly scheduled business hours from 8:00 am to 5:00 pm, Monday thru Friday. If the City needs immediate assistance with an issue that requires less than 15 minutes the issue will be attended to as soon as the Firm is finished with the current client. If the issue requires more than 15 minutes, it will be attended to as quickly as the time is available on the calendar. Additionally, if an emergency arises during non-business hours, contact information will be provided.

Guaranteed Services:

- 1- Advise and act as legal counsel for city officials engaged in their official duties and responsibilities: City officials include the Mayor, City Council, City Manager, and Police Officers. Any other city employee will either need to be accompanied by the Mayor, a member of the Council, or the City Manager, or receive the approval of the City Manager prior to meeting with the attorney about city business.
- 2- Represent the City in all civil matters: In the event that the City becomes involved in a civil matter the Firm will represent the City in those matters or, at the City’s request, help to obtain more specialized legal services from an outside firm.

- 3- Assist the City in coordinating legal representation with the city insurance claims representatives.
- 4- Act as prosecutor for all city criminal cases brought for violations of Utah State Code and local ordinances: Cases will be screened in a timely manner and all cases that need to be passed to the County Attorney in District Court will be passed to him. All cases that proceed in Justice Court will be reviewed prior to court and if necessary will be reviewed with the officers involved prior to any court proceedings. Additionally, all cases handled in Justice Court will be screened for possible enhancements.
- 5- Act as legal counsel for all city sanctioned sub-organizations and committees: Sub-organizations and committees such as planning and zoning, board of adjustment, etc. will receive legal counsel only if they are either accompanied by a city official as defined in #1, or have the written approval of the City Manager prior to meeting with the Firm.
- 6- Assist City officials in drafting legal correspondence, local ordinances and internal policies.

Additional Duties Available Upon Request

The Firm will provide any additional services that the City requests.

Joe B. Lyman, Mayor

Date

Kendall G. Laws

Date



RESOLUTION 6-9-2020-1

RESOLUTION AUTHORIZING THE CITY OF BLANDING TO “PICK-UP” THE EMPLOYEE PORTION OF THE TIER 2 PUBLIC SAFETY RETIREMENT SYSTEM 2020 ENHANCEMENTS

WHEREAS, the Utah Retirement System has increased the employee contribution rates for the Tier 2 Public Safety employees by 2.27% effective July 1, 2020; and

WHEREAS, the IRS allows employers to “pick-up” the employee portion of this retirement contribution by adopting a formal action such as resolution; and

WHEREAS, the City desires to provide a competitive and fair compensation and benefits package to all of its public safety employees and further desires to include this increase in its compensation package for its Tier 2 Public Safety employees; and

NOW, THEREFORE, Be it resolved by the City Council of Blanding, Utah as follows:

Section 1. In compliance with Section 414(h)(2) IRS Code, the City of Blanding hereby confirms that it will pay the full costs of the Utah Retirement Systems 2020 Enhancements for its Tier 2 Public Safety employees.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED, ADOPTED AND APPROVED this 9th day of June, 2020.

SIGNED:

Joe B. Lyman, Mayor

ATTEST:

Jeremy Redd, Recorder

Tier 2 Public Safety & Firefighter Enhancements

‘Pick Ups’ Require Formal Action

‘Pick-up’ Contributions – Key Points

- » Employers may “pick-up” Tier 2 Public Safety/Firefighter Hybrid employees’ retirement contributions through formal, documented action.
- » Formal action must be taken by July 1, 2020, to cover the employee contribution when the changes go into effect.
- » [S.B. 56 \(2020\)](#) would require that if an employer “picks-up” the employee contributions for those in the Hybrid Plan, it must provide an equal non-elective contribution to employees in the Defined Contribution Plan.
- » Employer “pick-ups” allow for deferral in income taxes. Employee contributions are generally taxable.

Employers may decide to pay for the employee portion of the additional plan costs

Enhancements to Tier 2 Public Safety & Firefighter retirement benefits will take effect beginning July 1, 2020. They apply to new and current employees in the Tier 2 Public Safety & Firefighter Retirement system for benefits earned after July 1, 2020.

Due to the cost of the plan enhancements, contributions to the Tier 2 Public Safety & Firefighter Hybrid plan will be made by the employer (14%) and the employee (2.27%).

However, an employer may “pick-up” the employee’s portion of the retirement contribution and treat it as an employer contribution under [IRS Code](#).

URS cannot and does not provide legal, financial, or tax advice. Accordingly, employers should consult their own legal advisor if they have questions concerning a “pick-up” plan.

Helpful Links

- » [IRS Guidance on Employer “Pick-Up” Contributions to Benefit Plans](#)
- » [Revenue Ruling 2006-43](#)
- » [Section 414\(h\)\(2\) of IRS Code](#)
- » [Senate Bill 129 \(2019\)](#)
- » [Senate Bill 56 \(2020\)](#)

In order to “pick-up” the employee contributions, an employer must take formal action to provide that the contributions on behalf of all Tier 2 Public Safety & Firefighter members, although designated as employee contributions, will be paid by the agency in lieu of employee contributions.

The action may only apply prospectively and be evidenced by a

See ‘PICK-UPS’, Page 4

‘PICK-UPS’

Continued from Page 3

contemporaneous written document (e.g., minutes of a meeting, a resolution, ordinance, or statute).

Employers must take formal action by July 1, 2020, to cover the employee contributions before the benefit enhancements go into effect.

If an employer “picks-up” the employee contribution,

taxes on the pick-up contribution may be deferred until the employee receives the contributions as either a refund after termination of employment or as retirement benefits. If an employer does not “pick-up” the employee contributions, they will generally be taxable at the time the contribution is made. An employer “pick-up” plan allows deferral of the income taxes on the employees required contribution amount.

In the 2020 legislative session, Senator Wayne Harper is proposing [Senate Bill 56](#) as a follow up to the changes from enhancements made in the 2019 session. This bill would require that if an employer “picks-up” the contributions for its employees, they must also pay an equal non-elective contribution to Tier 2 Public Safety & Firefighter members in the Defined Contribution Plan. ■

	Current Benefit	SB 129 New Benefit Beginning July 1, 2020 (subject to change)
Hybrid Option	1.5% Multiplier	2.0% Multiplier on service earned after July 1, 2020. All service accrued prior to July 1, 2020, will still be multiplied by 1.5%.
	Employer funds benefit at 12% of pay	Employer funds benefit at 14% of pay
	Employees currently not required to contribute to fund the pension benefit (because the pension contribution rate is less than the 12% employer cap).	Based on today’s pension contribution rate, employees would add about 2.27% of their pay to fund the pension benefit. Employers may choose to pick up their employees’ contributions.
401(k) Option	Employer contributes an amount equal to 12% of your salary into your 401(k).	Employer contributes an amount equal to 14% of your salary into your 401(k). Employers may choose to make additional 401(k) contributions.

» It does not open a new window for employees who have worked beyond a year to change their selection between the Hybrid Option and 401(k) Option.

» It applies to new and current employees in the Tier 2 Public Safety and Firefighter Retirement System, for benefits earned after July 1, 2020. These changes are not retroactive.



June 1, 2020

RE: Blue Mountain Camp Jackson Gate Closure

To Whom It May Concern:

I have been informed that people are being told by the Forest Service and the County Road Department that the gate at the watershed line below Camp Jackson on the mountain road has been kept closed at times to protect the Blanding watershed.

To my knowledge, Blanding did not request a gate. I don't believe the use of the road endangers the watershed. When the gate is closed it is more difficult for Blanding to access our water infrastructure. We favor having the gate open or removed entirely if the reason for the gate is watershed protection.

Please let me know if you have any questions.

Thanks

Joe B. Lyman
Mayor