



Tuesday, July 13, 2021, 7:00pm

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on July 13, 2021 at the City Office, 50 West 100 South Street, which meeting will begin promptly at 7:00 pm.

Due to the COVID-19 outbreak and the emergency declaration by the State of Utah, members of the public may be limited to maintain social distancing. Go to <https://bit.ly/2UUJBh2> 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.

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.

POLICY MEETING

- I. Call to Order
- II. Roll Call
- III. Prayer or Thought
Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought.
- IV. Pledge of Allegiance
- V. Approval: Consent Agenda and Minutes from June 22, 2021
- VI. Declaration of Conflicts of Interest

Public Input

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

Reports

1. Mayor
2. City Council
3. City Manager
4. Staff
 - a. Accounts Payable Report, Kim Palmer Pg. 5
 - b. Visitor Center Concessionaire RFP, Pratt Redd Pg. 14
 - c. 4th of July Recap, Pratt Redd Pg. 17
 - d. Water Report, Terry Ekker Pg. 18
 - e. Rec Report, David Palmer Pg. 20
 - f. Police Report, Chief Bradford Pg. 22
 - g. CFPP, Terry Ekker

Discussion Items

1. Youth Council, Logan Monson
2. Wellness Center Sprinkler System, David Johnson & Kim Palmer Pg. 24



Business Items

1. Visitor Center Guide Contract, Pratt Redd
2. Airport Lease Agreement, Kim Palmer

Pg. 26

Pg. 28

Closed Session

Motion to enter into closed session for any of the following: purchase, exchange, or lease of real property; discussion regarding deployment of security personnel, devices, or systems; pending or reasonably imminent litigation; the character, professional competence, or the physical or mental health of an individual.

Adjournment



CITY COUNCIL MEETING

Blanding City Office, 50 W 100 S, Blanding Utah 84511

Tuesday, June 22, 2021

Present:

City Mayor Pro-Tempore:

Kd Perkins

City Councilmembers:

Robert Turk

Cheryl Bowers

Kellen Nielson

City Manager:

David S. Johnson

City Engineer:

Terry Ekker

City Community Development Director:

Bret Hosler

City Recreation Director:

David Palmer

City Economic Development Specialist:

Pratt Redd

Absent: Mayor Lyman

Others: Kendall Laws, Tammy Squires, Courtney Flint, Valarie Turk

Prayer/Thought - The prayer/thought was offered by Robert Turk

Declaration of Conflict: None

1. The Pledge of Allegiance was recited.
2. **Councilmember Turk moved to approve the minutes of the June 8, 2021 meeting and consent agenda. Councilmember Bowers seconded the motion. Mayor Pro-Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:**

Those voting AYE

Councilmember Bowers

Councilmember Turk

Councilmember Nielson

Councilmember Monson

Those voting NAY

NONE

Constituting all members thereof, Mayor Pro-Tempore Perkins declared the motion carried.

PUBLIC INPUT

No comments

REPORTS

1. Mayor

None

2. City Council

Councilmember Monson told Council there may be an opportunity to meet with individuals from the Governor's office in the next few weeks.

3. Administration

David Johnson reported that an additional \$60,000 in hail damage was discovered by the City's insurance company.

Mr. Johnson also discussed the Poly application.

4. Staff

a. Accounts Payable/Finance Report - David Johnson

There were no questions or comments

b. Recreation Report - David Palmer

Mr. Palmer reported that baseball and softball seasons are continuing. Tournaments will be held to complete the seasons. Staff is working to reduce the amount of water being used in the parks.

c. 4th of July - Pratt Redd

Mr. Redd gave a quick review of the upcoming 4th of July celebration.

PRESENTATIONS

1. USU Blanding City Wellbeing Survey - Courtney Flint

Courtney Flint, a Community Resource Specialist and Professor of Natural Resource Sociology at Utah State University shared information collected from the Utah Wellbeing Project which conducted a survey in the community. This was the first year Blanding participated in the survey. Among the concerns expressed by residents were safety, security, health, water, youth opportunities and affordable housing.

2. San Juan Counseling - Tammy Squires

Tammy Squires, Executive Director at San Juan Counseling shared information regarding the various programs available to the community through the Center. A new mobile crisis outreach team was implemented recently. The team will be available to respond to homes, jails, and hospitals when individuals are experiencing a mental health crisis.

DISCUSSION ITEMS

1. Citizen of the Year & Recognizing Past Elected Officials - Cheryl Bowers

Council discussed the idea of creating a Citizen of the Year award. Further discussion will continue on this prior to next year's 4th of July celebration.

BUSINESS ITEMS

1. Resolution 06-22-2021-1 Adoption of the Certified Tax Rate

Councilmember Monson moved to approve Resolution 06-22-2021-1 Adoption of the Certified Tax Rate. Councilmember Turk seconded the motion. Mayor Pro-Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

Councilmember Monson
Councilmember Bowers
Councilmember Turk
Councilmember Nielson

Those voting NAY

NONE

Constituting all members thereof, Mayor Pro-Tempore Perkins declared the motion carried.

2. Airport AWOS Construction - Bret Hosler

Mr. Hosler shared information regarding the Airport AWOS construction that will be occurring at the airport.

3. Resolution 06-22-2021 - 2 - Fireworks Restrictions - Corey Spillman

Councilmember Turk moved to approve Resolution 06-22-2021-2 Fireworks Restrictions. Councilmember Nielson seconded the motion. Mayor Pro-Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

Councilmember Monson
Councilmember Bowers
Councilmember Turk
Councilmember Nielson

Those voting NAY

NONE

Constituting all members thereof, Mayor Pro-Tempore Perkins declared the motion carried.

ADJOURNMENT

Councilmember Monson moved to adjourn the meeting. Councilmember Nielson seconded the motion. Mayor Pro-Tempore Perkins repeated the motion and asked for discussion. Hearing none, she called for a vote. Voting was as follows:

Those voting AYE

Councilmember Monson
Councilmember Bowers
Councilmember Turk
Councilmember Nielson

Those voting NAY

NONE

Constituting all members thereof, Mayor Pro-Tempore Perkins declared the motion carried.

Council adjourned the meeting at 8:50 p.m.

By: _____
Kim Palmer, Deputy Recorder

Audio: <https://www.youtube.com/watch?v=pAuDkHYOSqA&t=2208s>



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Accounts Payable Register
Date: July 13, 2021
Type of Item: Information

Background

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Budget Impact

Department Review

Accounts payable register for Jun 17 - July 6

All expenses are approved budget items.

Recommendation

Attachments

City of Blanding
Invoice Register - 6/17/2021 to 7/6/2021 - All Invoices

7/7/2021

<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>
04062021	A SPOT OF SHADE	50267	7/6/2021	7/6/2021	\$122.50			
					122.50	5340250	EQUIPMENT - SUPPLIES & M	LOTS CLEANED UP
207348	Aflac	0	6/29/2021	6/29/2021	\$1,550.08			
					1,550.08	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
7669000008133	BEAR SKINS CUSTOM INK	50242	6/27/2021	6/27/2021	\$1,305.95			
					1,305.95	1066320	Wellness Center POOL EXPEN	LIFE GUARD TANK TOPS
48204811	BENTLEY SYSTEMS, INC.	50268	6/24/2021	6/24/2021	\$676.28			
					676.28	5340250	EQUIPMENT - SUPPLIES & M	GIS Membership
06252021	BLANDING CITY	50269	6/25/2021	6/25/2021	\$14,263.61			
					51.24	1050270	Econ Dev & Visitor Cntr UTILITI	12 N GRAYSON PKWY - PIONE
					156.56	1050270	Econ Dev & Visitor Cntr UTILITI	12 N GRAYSON PKWY
					960.57	1050270	Econ Dev & Visitor Cntr UTILITI	12 N GRAYSON PKWY - PARK
					326.32	1052270	Police UTILITIES	167 E 500 N - POLICE STATION
					237.35	1053270	Fire UTILITIES	360 W 200 S FIRE STATION
					72.59	1053270	Fire UTILITIES	360 W 200 S FIRE DEPT EXPA
					282.50	1060270	Streets UTILITIES	567 W 550 N - SHOP NEW
					16.00	1065270	ParksRec UTILITIES	OUT OF CITY LIMITS - 3 RD R
					24.00	1065270	ParksRec UTILITIES	GOLF COURSE
					309.58	1065270	ParksRec UTILITIES	900 S 300 W 4 PLEX RESTRO
					576.10	1065270	ParksRec UTILITIES	550 S MAIN - SOUTH PARK
					355.26	1065270	ParksRec UTILITIES	1090 S 100 W 4 PLEX - RAW W
					104.56	1065270	ParksRec UTILITIES	1095 S 100 W
					803.80	1065270	ParksRec UTILITIES	200-300 S 100 W LLEAGUE PA
					34.07	1065270	ParksRec UTILITIES	TENNIS COURT
					18.59	1065270	ParksRec UTILITIES	3030 N RESERVOIR RD
					16.00	1065270	ParksRec UTILITIES	OCL/GOLF COURSE WATER
					19.32	1065270	ParksRec UTILITIES	900 S 300 W REC STORAGE 4
					8,025.39	1066270	Wellness Center UTILITIES	1013 S 300 W - WELLNESS CE
					77.18	5140270	UTILITIES	MILLION GALLON TANK - 3RD
					27.15	5140270	UTILITIES	161 S MAIN - G&H WATER
					19.32	5140270	UTILITIES	OCL BY SMITHS FIELDS
					27.15	5140270	UTILITIES	120 S MAIN - CB'S
					43.28	5140270	UTILITIES	50 W 100 S - JAIL
					22.00	5140270	UTILITIES	CENTER ST - PALMERS WATE
					22.62	5140270	UTILITIES	VISITOR CENTER WELL #2
					922.41	5140270	UTILITIES	N RESERVOIR RD TREATMEN
					28.96	5240270	UTILITIES	N HWY 191 - JOHN IMLAY SE
					19.93	5240270	UTILITIES	141 E 800 S - LIFT STATION
					35.89	5240270	UTILITIES	LLEAGUE BOOSTER PUMP ST
					62.17	5240270	UTILITIES	491 S 650 W WHITE ROCKS P
					18.18	5240270	UTILITIES	260 W 1600 S - PUMP STATION
					17.52	5340270	UTILITIES	198 E 200 S
					352.52	5340270	UTILITIES	50 W 100 S - OFFICE
					35.95	5440270	UTILITIES	NATURAL GAS BORDER STATI
					141.58	5440270	UTILITIES	153 S 400 W - OLD SHOP
2 - 2020 Interfun	BLANDING CITY	3	7/1/2021	7/1/2021	\$24,929.51			
					22,794.04	542421	Due to Electric Fund - 10 Year L	Principal - 2020 Interfund Loan -
					2,135.47	5440900	INTEREST EXPENSE	Interest - 2020 Interfund Loan -
	Vendor Total:				\$39,193.12			
UT202102037	BLUE STAKES OF UTAH UTILITY	50270	7/6/2021	7/6/2021	\$148.58			
					148.58	5340310	PROFESSIONAL/TECHNICAL	BLUE STAKES
72588910	CARDWELL DISTRIBUTING	4	7/1/2021	7/1/2021	\$3,605.30			
					66.12	1046250	Airport EQUIPMENT - SUPPLIE	AIRPORT - BRET

City of Blanding
Invoice Register - 6/17/2021 to 7/6/2021 - All Invoices

7/7/2021

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					381.82	1052250	Police EQUIPMENT - SUPPLIE	POLICE - COLE
					249.16	1052250	Police EQUIPMENT - SUPPLIE	POLICE - JJ
					401.51	1052250	Police EQUIPMENT - SUPPLIE	POLICE - CHRIS
					213.25	1052250	Police EQUIPMENT - SUPPLIE	POLICE - TREY
					310.14	1052250	Police EQUIPMENT - SUPPLIE	POLICE- JARED
					191.08	1053250	Fire EQUIPMENT - SUPPLIES	FIRE DEPARTMENT
					230.33	1060250	Streets EQUIPMENT - SUPPLI	STREETS - TREVOR
					384.61	1065250	ParksRec EQUIPMENT - SUPP	PARKS CREW - BRIAN
					228.92	5140250	EQUIPMENT - SUPPLIES & M	WATER - DAVID L
					276.02	5240250	EQUIPMENT - SUPPLIES & M	SEWER - DAVE H
					169.81	5240250	EQUIPMENT - SUPPLIES & M	SEWER - HAYDEN
					-11.23	5340250	EQUIPMENT - SUPPLIES & M	CREDIT
					208.70	5340250	EQUIPMENT - SUPPLIES & M	ELEC - PRESTON
					305.06	5440250	EQUIPMENT - SUPPLIES & M	NATURAL GAS - CHAS
21F1026 PO# .	CHEMTECH-FORD LABORATORIES	50271	6/29/2021	6/29/2021	\$56.00			
					56.00	5140250	EQUIPMENT - SUPPLIES & M	WATER TESTING
INV3911	CITYWORKS	50272	7/4/2021	7/4/2021	\$17,500.00			
					2,500.00	1060480	Streets OTHER SPECIAL DEPA	CITY WORKS SOFTWARE
					4,100.00	5140310	PROFESSIONAL/TECHNICAL	CITY WORKS SOFTWARE
					4,100.00	5240310	PROFESSIONAL/TECHNICAL	CITY WORKS SOFTWARE
					4,100.00	5340310	PROFESSIONAL/TECHNICAL	CITY WORKS SOFTWARE
					2,700.00	5440310	PROFESSIONAL/TECHNICAL	CITY WORKS SOFTWARE
4880	COUNTRY COMFORT LLC SHELBY E	50273	6/29/2021	6/29/2021	\$150.00			
					150.00	1065250	ParksRec EQUIPMENT - SUPP	PARK RESTROOMS
4881	COUNTRY COMFORT LLC SHELBY E	50273	6/29/2021	6/29/2021	\$150.00			
					150.00	1065250	ParksRec EQUIPMENT - SUPP	PARK RESTROOMS
4882	COUNTRY COMFORT LLC SHELBY E	50273	6/29/2021	6/29/2021	\$150.00			
					150.00	1065250	ParksRec EQUIPMENT - SUPP	PARK RESTROOMS
5017	COUNTRY COMFORT LLC SHELBY E	50273	7/4/2021	7/4/2021	\$700.00			
					700.00	1044480	Admin OTHER SPECIAL DEPA	PARK RESTROOMS
5019	COUNTRY COMFORT LLC SHELBY E	50273	7/4/2021	7/4/2021	\$340.00			
					340.00	1044480	Admin OTHER SPECIAL DEPA	PARK RESTROOMS
	Vendor Total:				\$1,490.00			
PR062521-502	EFTPS		6/30/2021	6/30/2021	\$32.14			
					26.04	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					6.10	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
PR062521-502	EFTPS	1	6/30/2021	6/30/2021	\$1,855.28			
					1,041.60	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					243.60	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
					570.08	102221	FEDERAL TAX / FICA PAYABLE	Federal Income Tax
PR062521-502	EFTPS	1	6/30/2021	6/30/2021	\$32,122.42			
					18,852.62	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					4,409.12	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
					8,860.68	102221	FEDERAL TAX / FICA PAYABLE	Federal Income Tax
	Vendor Total:				\$34,009.84			
06282021	EMPIRE ELECTRIC ASSOCIATION	50274	6/30/2021	6/30/2021	\$32.00			
					32.00	5340270	UTILITIES	POWER
06282021-2	EMPIRE ELECTRIC ASSOCIATION	50274	6/30/2021	6/30/2021	\$35.34			
					35.34	5340270	UTILITIES	POWER
	Vendor Total:				\$67.34			
GR00158271	FOUR CORNERS WELDING & GAS	50275	6/30/2021	6/30/2021	\$14.50			
					14.50	1060250	Streets EQUIPMENT - SUPPLI	OXYGEN/

City of Blanding
Invoice Register - 6/17/2021 to 7/6/2021 - All Invoices

7/7/2021

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07042021	GROVER, PRESTON	50276	7/6/2021	7/6/2021	\$50.00			
					50.00	1044480	Admin OTHER SPECIAL DEPA	HORSE SHOES PRIZE
pkbvud8	HEALTH EQUITY - HSA	2	6/28/2021	6/28/2021	\$24.75			
					24.75	102226.1	HSA PAYABLE	HSA FEE
PR062521-7854	HEALTH EQUITY - HSA	2	6/30/2021	6/30/2021	\$298.08			
					173.08	102226.1	HSA PAYABLE	Health Savings Plan - Employer
					125.00	102226.1	HSA PAYABLE	Health Savings Plan Employee
PR062521-7854	HEALTH EQUITY - HSA	2	6/30/2021	6/30/2021	\$2,130.56			
					1,384.64	102226.1	HSA PAYABLE	Health Savings Plan - Employer
					490.00	102226.1	HSA PAYABLE	Health Savings Plan Employee
					255.92	102226.1	HSA PAYABLE	Health Savings Plan - Employer
	Vendor Total:				\$2,453.39			
07042021	JAMES, MARLIN	50277	7/6/2021	7/6/2021	\$100.00			
					100.00	1044480	Admin OTHER SPECIAL DEPA	HORSE SHOE WINNER
904592	KILGORE COMPANIES LLC	50249	6/24/2021	6/24/2021	\$945.52			
					945.52	4040747	ROADS	ASPHALT PATCHING
INVLEX2509	LEXIPOL LLC	50278	7/1/2021	7/1/2021	\$3,093.00			
					3,093.00	1052250	Police EQUIPMENT - SUPPLIE	ONLINE POLICY MANUALS - F
INV7100483059	LOGMEIN	50279	7/1/2021	7/1/2021	\$529.79			
					100.00	1044280	Admin TELEPHONE	PHONE SERVICE
					200.00	1052280	Police TELEPHONE	PHONE SERVICE
					125.12	1066280	Wellness Center TELEPHONE	PHONE SERVICE
					104.67	5340280	TELEPHONE	PHONE SERVICE
07042021	LYMAN, JEREMY	50280	7/1/2021	7/1/2021	\$75.00			
					75.00	1044480	Admin OTHER SPECIAL DEPA	REFUND
7308702	MEA ENERGY ASSOCIATION	50250	6/22/2021	6/22/2021	\$120.00			
					120.00	5440310	PROFESSIONAL/TECHNICAL	ANNUAL LICENSE FEE
PM-INV008301	MONSEN ENGINEERING LLC	50281	6/30/2021	6/30/2021	\$348.00			
					348.00	5340250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT
787658	MOTOR PARTS	50225	6/17/2021	6/17/2021	\$7.98			
					7.98	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT
787764	MOTOR PARTS	50225	6/18/2021	6/18/2021	\$286.35			
					286.35	1065250	ParksRec EQUIPMENT - SUPP	32 GAL GARBAGE CANS
787774	MOTOR PARTS	50225	6/18/2021	6/18/2021	\$6.99			
					6.99	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT
787981	MOTOR PARTS	50251	6/27/2021	6/27/2021	\$36.99			
					36.99	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT
788127	MOTOR PARTS	50251	6/23/2021	6/23/2021	\$17.98			
					17.98	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES & EQUIPMENT
788130	MOTOR PARTS	50251	6/27/2021	6/27/2021	\$1.99			
					1.99	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES & EQUIPMENT
788699	MOTOR PARTS	50282	6/30/2021	6/30/2021	\$8.58			
					8.58	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES & EQUIPMENT
	Vendor Total:				\$366.86			
INV19356	MOUNTAIN STATES PIPE & SUPPLY	50252	6/22/2021	6/22/2021	\$1,223.69			
					1,223.69	5440250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES
S104157863.001	MOUNTAINLAND SUPPLY, LLC	1	7/1/2021	7/1/2021	\$89.29			
					89.29	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES

City of Blanding
Invoice Register - 6/17/2021 to 7/6/2021 - All Invoices

7/7/2021

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S104164892.001	MOUNTAINLAND SUPPLY, LLC	1	6/30/2021	6/30/2021	(\$89.29) -89.29	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES
	Vendor Total:				\$0.00			
INV168760	PACKARD WHOLESALE CO	50253	6/23/2021	6/23/2021	\$398.49 398.49	1066250	Wellness Center EQUIPMENT -	VENDING
INV168761	PACKARD WHOLESALE CO	50253	6/23/2021	6/23/2021	\$67.20 67.20	1050250	Econ Dev & Visitor Cntr EQUIP	CLEANING SUPPLIES
INV169182	PACKARD WHOLESALE CO	50283	6/30/2021	6/30/2021	\$496.42 173.51 322.91	1066250 1066250	Wellness Center EQUIPMENT - Wellness Center EQUIPMENT -	CLEANING SUPPLIES VENDING
INV169185	PACKARD WHOLESALE CO	50283	6/30/2021	6/30/2021	\$95.74 95.74	1066250	Wellness Center EQUIPMENT -	CLEANING SUPPLIES
	Vendor Total:				\$1,057.85			
06302021	PERKINS, DECKER	50284	6/30/2021	6/30/2021	\$175.00 175.00	5340250	EQUIPMENT - SUPPLIES & M	TREE TRIMMING
06282021	PETTY CASH	50254	6/29/2021	6/29/2021	\$200.00 200.00	1044480	Admin OTHER SPECIAL DEPA	DIVING FOR DOLLARS
07042021	PHILLIPS, DOROTHY	50285	6/30/2021	6/30/2021	\$75.00 75.00	1044480	Admin OTHER SPECIAL DEPA	REFUND
1836	PICK-A-STITCH	50286	6/30/2021	6/30/2021	\$40.00 40.00	5340480	OTHER SPECIAL DEPART SU	EMBROIDERY ON SHIRTS &
06292021	PUGH, TERYL	50287	6/29/2021	6/29/2021	\$1,800.00 1,800.00	5340310	PROFESSIONAL/TECHNICAL	TREE TRIMMING
092352	PUGH, TERYL	50287	6/29/2021	6/29/2021	\$900.00 900.00	5340310	PROFESSIONAL/TECHNICAL	TREE TRIMMING
	Vendor Total:				\$2,700.00			
1622204	RAIN FOR RENT	50288	6/23/2021	6/23/2021	\$5,381.25 5,381.25	5240250	EQUIPMENT - SUPPLIES & M	EQUIP & SUPPLIES FOR REPA
410290	REDD'S ACE HARDWARE	50228	6/17/2021	6/17/2021	\$74.97 74.97	5340250	EQUIPMENT - SUPPLIES & M	CLEANING SUPPLIES
410389	REDD'S ACE HARDWARE	50228	6/18/2021	6/18/2021	\$26.98 26.98	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIP
410391	REDD'S ACE HARDWARE	50228	6/18/2021	6/18/2021	\$12.37 12.37	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIP
410412	REDD'S ACE HARDWARE	50228	6/18/2021	6/18/2021	\$13.99 13.99	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIP
410435	REDD'S ACE HARDWARE	50228	6/18/2021	6/18/2021	\$13.77 13.77	5340250	EQUIPMENT - SUPPLIES & M	CLEANING SUPPLIES
410458	REDD'S ACE HARDWARE	50228	6/18/2021	6/18/2021	\$11.99 11.99	1066320	Wellness Center POOL EXPEN	SUPPLIES AND EQUIP
410524	REDD'S ACE HARDWARE	50257	6/21/2021	6/21/2021	\$18.96 18.96	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
410561	REDD'S ACE HARDWARE	50257	6/22/2021	6/22/2021	\$7.59 7.59	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
410580	REDD'S ACE HARDWARE	50257	6/22/2021	6/22/2021	\$10.95 10.95	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
410636	REDD'S ACE HARDWARE	50257	6/22/2021	6/22/2021	\$46.54 46.54	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT

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410707	REDD'S ACE HARDWARE	50257	6/23/2021	6/23/2021	\$1.49			
					1.49	5140250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
410713	REDD'S ACE HARDWARE	50257	6/22/2021	6/22/2021	\$5.18			
					5.18	5440250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
410748	REDD'S ACE HARDWARE	50257	6/24/2021	6/24/2021	\$79.52			
					79.52	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
410754	REDD'S ACE HARDWARE	50257	6/24/2021	6/24/2021	\$16.58			
					16.58	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
410836	REDD'S ACE HARDWARE	50257	6/25/2021	6/25/2021	\$399.60			
					399.60	1066320	Wellness Center POOL EXPEN	SAND FOR POOL FILTER
410936	REDD'S ACE HARDWARE	50257	6/28/2021	6/28/2021	\$60.98			
					60.98	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIP
410949	REDD'S ACE HARDWARE	50257	6/28/2021	6/28/2021	\$159.99			
					159.99	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY
410956	REDD'S ACE HARDWARE	50257	6/28/2021	6/28/2021	\$27.58			
					27.58	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES
411026	REDD'S ACE HARDWARE	50289	6/29/2021	6/29/2021	\$19.98			
					19.98	1066250	Wellness Center EQUIPMENT -	SUPPLIES AND EQUIPMENT
411065	REDD'S ACE HARDWARE	50289	6/29/2021	6/29/2021	\$21.57			
					21.57	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
411072	REDD'S ACE HARDWARE	50289	6/29/2021	6/29/2021	\$49.99			
					49.99	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
411087	REDD'S ACE HARDWARE	50289	6/29/2021	6/29/2021	\$1,579.98			
					1,579.98	1053250	Fire EQUIPMENT - SUPPLIES	CHAINSAW PARTS/EQUIP
411170	REDD'S ACE HARDWARE	50289	6/30/2021	6/30/2021	\$759.84			
					759.84	1053250	Fire EQUIPMENT - SUPPLIES	CHAINSAW PARTS/EQUIP
411219	REDD'S ACE HARDWARE	50289	6/30/2021	6/30/2021	\$34.56			
					34.56	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY SUPPLIES
411242	REDD'S ACE HARDWARE	50289	7/1/2021	7/1/2021	\$46.73			
					46.73	1050250	Econ Dev & Visitor Cntr EQUIP	SUPPLIES AND EQUIPMENT
411254	REDD'S ACE HARDWARE	50289	7/1/2021	7/1/2021	\$39.99			
					39.99	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY SUPPLIES
411272	REDD'S ACE HARDWARE	50289	7/1/2021	7/1/2021	\$21.75			
					21.75	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
411281	REDD'S ACE HARDWARE	50289	7/1/2021	7/1/2021	\$43.73			
					43.73	1053250	Fire EQUIPMENT - SUPPLIES	SUPPLIES AND EQUIPMENT
411289	REDD'S ACE HARDWARE	50289	7/1/2021	7/1/2021	\$44.05			
					44.05	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY SUPPLIES
411293	REDD'S ACE HARDWARE	50289	7/2/2021	7/2/2021	\$15.54			
					15.54	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
411310	REDD'S ACE HARDWARE	50289	7/2/2021	7/2/2021	\$2.59			
					2.59	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES AND EQUIPMENT
411325	REDD'S ACE HARDWARE	50289	7/2/2021	7/2/2021	\$65.97			
					65.97	1053250	Fire EQUIPMENT - SUPPLIES	SUPPLIES AND EQUIPMENT
411407	REDD'S ACE HARDWARE	50289	7/5/2021	7/5/2021	\$9.50			
					9.50	1052250	Police EQUIPMENT - SUPPLIE	SUPPLIES AND EQUIPMENT
	Vendor Total:				\$3,744.80			
07012021	San Juan ATV Safari	50290	7/2/2021	7/2/2021	\$500.00			
					500.00	1041480	Council OTHER SPECIAL DEP	ATV SAFARI

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2106-169633	SAN JUAN BUILDING SUPPLY	50231	6/18/2021	6/18/2021	\$18.78			
					18.78	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
2106-169830	SAN JUAN BUILDING SUPPLY	50231	6/18/2021	6/18/2021	\$33.10			
					33.10	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
2107-171114	SAN JUAN BUILDING SUPPLY	50291	7/2/2021	7/2/2021	\$10.26			
					10.26	5240250	EQUIPMENT - SUPPLIES & M	SUPPLIES AND EQUIPMENT
	Vendor Total:				\$62.14			
06292021	SAN JUAN COUNTY SHERIFF'S OFFI	50258	6/29/2021	6/29/2021	\$67,522.00			
					67,522.00	103690	SUNDRY REVENUES	TRANSFER SEIZED PROPERT
BCITY0621	SAN JUAN RECORD	50292	6/30/2021	6/30/2021	\$2,087.25			
					339.25	1041480	Council OTHER SPECIAL DEP	ELECTION NOTICES
					1,748.00	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY ADS
07062021	SPILLMAN, SHYANNE	50293	7/6/2021	7/6/2021	\$75.00			
					75.00	1053260	Fire BUILDINGS - SUPPLIES &	FIRE STATION CLEANING
07042021	STASH, ELFRID	50294	7/6/2021	7/6/2021	\$50.00			
					50.00	1044480	Admin OTHER SPECIAL DEPA	HORSE SHOE WINNER
06172021	TOMCO, CARA	50261	6/17/2021	6/17/2021	\$160.13			
					160.13	101510.3678	WELLNESS CENTER REVENUE	REFUND PARTIAL MEMBERSH
488308	TRITECH FORENSICS	50262	6/21/2021	6/21/2021	\$132.00			
					132.00	1052250	Police EQUIPMENT - SUPPLIE	TOXICOLOGY COLLECTION KI
07062021	TURK, ROBERT	50295	6/23/2021	6/23/2021	\$9.80			
					9.80	1044480	Admin OTHER SPECIAL DEPA	REFUND FOR 4TH OF JULY P
06242021	UAMPS	50296	6/29/2021	6/29/2021	\$97,592.36			
					97,592.36	5340255	ELECTRIC PURCHASES	ELECTRIC PURCHASES MAY
17231	UPPER CASE PRINTING, INK.	50263	6/17/2021	7/17/2021	\$172.98			
					172.98	5340480	OTHER SPECIAL DEPART SU	BILLING SUPPLIES
2269	UTAH LIVE BANDS, LLC	50297	6/29/2021	6/29/2021	\$6,000.00			
					6,000.00	1044480	Admin OTHER SPECIAL DEPA	4TH OF JULY BAND - 2021 FIN
108431	UTAH LOCAL GOVERNMENTS TRUST	50298	7/1/2021	7/31/2021	\$70,008.49			
					500.00	1042510	Court INSURANCE	BONDS & INSURANCE
					500.00	1044510	Admin INSURANCE	BONDS & INSURANCE
					2,200.00	1044510	Admin INSURANCE	BONDS & INSURANCE
					2,500.00	1052510	Police INSURANCE	BONDS & INSURANCE
					500.00	1053510	Fire INSURANCE	BONDS & INSURANCE
					1,000.00	1061510	Engineer INSURANCE	BONDS & INSURANCE
					1,000.00	1065510	ParksRec INSURANCE	BONDS & INSURANCE
					4,500.00	1066510	Wellness Center INSURANCE	BONDS & INSURANCE
					7,000.00	5140510	INSURANCE	BONDS & INSURANCE
					10,000.00	5240510	INSURANCE	BONDS & INSURANCE
					30,808.49	5340510	INSURANCE	BONDS & INSURANCE
					8,000.00	5440510	INSURANCE	BONDS & INSURANCE
					500.00	5540510	INSURANCE	BONDS & INSURANCE
					1,000.00	5740510	INSURANCE	BONDS & INSURANCE
11 - 2009 SALES	UTAH PERMANENT COMMUNITY IMP	50299	7/1/2021	7/1/2021	\$50,000.00			
					50,000.00	1069810	SALES TAX REVENUE BOND	Principal - 2009 SALES TAX RE
PR062521-277	UTAH STATE RETIREMENT		6/30/2021	6/30/2021	\$1,379.21			
					539.21	102225	RETIREMENT PAYABLE	Retirement
					840.00	102225	RETIREMENT PAYABLE	401k
PR062521-277	UTAH STATE RETIREMENT	0	6/30/2021	6/30/2021	\$23,592.12			
					20,493.08	102225	RETIREMENT PAYABLE	Retirement

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					2,899.04	102225	RETIREMENT PAYABLE	401k
					200.00	102225	RETIREMENT PAYABLE	Roth IRA - URS
	Vendor Total:				\$24,971.33			
PR062521-281	UTAH STATE TAX COMMISSION	50241	6/30/2021	6/30/2021	\$409.61			
					409.61	102223	STATE WITHHOLDING PAYAB	State Income Tax
PR062521-281	UTAH STATE TAX COMMISSION	50241	6/30/2021	6/30/2021	\$5,478.37			
					5,478.37	102223	STATE WITHHOLDING PAYAB	State Income Tax
	Vendor Total:				\$5,887.98			
06212021	UTAH STATE TREASURER	1939	6/21/2021	6/21/2021	\$13,493.01			
					13,493.01	103510	COURT FINES/FOREFEITURE	MAY COURT REPORT
A27308	UTAH VALLEY UNIVERSITY	50264	6/17/2021	6/17/2021	\$10.00			
					10.00	1053310	Fire PROFESSIONAL/TECHNI	RECERTIFICATION
216726	UTAH.COM - DDM	50300	6/30/2021	6/30/2021	\$207.50			
					207.50	1050310	Econ Dev & Visitor Cntr PROFE	MARKETING
06252021	WASTE MANAGEMENT	50301	7/1/2021	7/1/2021	\$18,156.12			
					18,156.12	5740310	PROFESSIONAL/TECHNICAL	TRASH REMOVAL
0373818-4889-6	WASTE MANAGEMENT OF NM	50302	7/1/2021	7/1/2021	\$211.90			
					211.90	1065270	ParksRec UTILITIES	3RD RESERVOIR & GAS SHO
07042021	WILLIAMS, HAROLD	50303	7/6/2021	7/6/2021	\$200.00			
					200.00	1044480	Admin OTHER SPECIAL DEPA	HORSE SHOE WINNER
7520399	WORKERS COMPENSATION FUND	50304	7/1/2021	7/1/2021	\$2,309.41			
					2,309.41	102224	WORKERS COMPENSATION P	WORKERS COMPENSATION
57725	XPRESS BILL PAY	2	7/1/2021	7/1/2021	\$795.62			
					795.62	5340310	PROFESSIONAL/TECHNICAL	ONLINE BILL PAY - JUNE USE
	Total:				\$483,033.66			
					160.13	101510.3678	GL Account Summary	
					34,009.84	102221	WELLNESS CENTER REVENU	
					5,887.98	102223	FEDERAL TAX / FICA PAYABLE	
					2,309.41	102224	STATE WITHHOLDING PAYAB	
					24,971.33	102225	WORKERS COMPENSATION P	
					1,550.08	102226	RETIREMENT PAYABLE	
					2,453.39	102226.1	HEALTH INSURANCE PAYABL	
					13,493.01	103510	HSA PAYABLE	
					67,522.00	103690	COURT FINES/FOREFEITURE	
					839.25	1041480	SUNDRY REVENUES	
					500.00	1042510	Council OTHER SPECIAL DEP	
					100.00	1044280	Court INSURANCE	
					9,826.39	1044480	Admin TELEPHONE	
					2,700.00	1044510	Admin OTHER SPECIAL DEPA	
					66.12	1046250	Admin INSURANCE	
					292.54	1050250	Airport EQUIPMENT - SUPPLIE	
					1,168.37	1050270	Econ Dev & Visitor Cntr EQUIP	
					207.50	1050310	Econ Dev & Visitor Cntr UTILITI	
					4,809.34	1052250	Econ Dev & Visitor Cntr PROFE	
					326.32	1052270	Police EQUIPMENT - SUPPLIE	
					200.00	1052280	Police UTILITIES	
					2,500.00	1052510	Police TELEPHONE	
					2,640.60	1053250	Police INSURANCE	
					75.00	1053260	Fire EQUIPMENT - SUPPLIES	
					309.94	1053270	Fire BUILDINGS - SUPPLIES &	
					10.00	1053310	Fire UTILITIES	
							Fire PROFESSIONAL/TECHNI	

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					500.00	1053510	Fire INSURANCE	
					271.39	1060250	Streets EQUIPMENT - SUPPLI	
					282.50	1060270	Streets UTILITIES	
					2,500.00	1060480	Streets OTHER SPECIAL DEPA	
					1,000.00	1061510	Engineer INSURANCE	
					1,256.99	1065250	ParksRec EQUIPMENT - SUPP	
					2,489.18	1065270	ParksRec UTILITIES	
					1,000.00	1065510	ParksRec INSURANCE	
					1,010.63	1066250	Wellness Center EQUIPMENT -	
					8,025.39	1066270	Wellness Center UTILITIES	
					125.12	1066280	Wellness Center TELEPHONE	
					1,717.54	1066320	Wellness Center POOL EXPEN	
					4,500.00	1066510	Wellness Center INSURANCE	
					50,000.00	1069810	SALES TAX REVENUE BOND	
					253,607.28		Total	
					945.52	4040747	ROADS	
					286.41	5140250	EQUIPMENT - SUPPLIES & M	
					1,161.11	5140270	UTILITIES	
					4,100.00	5140310	PROFESSIONAL/TECHNICAL	
					7,000.00	5140510	INSURANCE	
					12,547.52		Total	
					5,957.53	5240250	EQUIPMENT - SUPPLIES & M	
					165.13	5240270	UTILITIES	
					4,100.00	5240310	PROFESSIONAL/TECHNICAL	
					10,000.00	5240510	INSURANCE	
					20,222.66		Total	
					1,607.99	5340250	EQUIPMENT - SUPPLIES & M	
					97,592.36	5340255	ELECTRIC PURCHASES	
					437.38	5340270	UTILITIES	
					104.67	5340280	TELEPHONE	
					7,744.20	5340310	PROFESSIONAL/TECHNICAL	
					212.98	5340480	OTHER SPECIAL DEPART SU	
					30,808.49	5340510	INSURANCE	
					138,508.07		Total	
					22,794.04	542421	Due to Electric Fund - 10 Year L	
					1,619.45	5440250	EQUIPMENT - SUPPLIES & M	
					177.53	5440270	UTILITIES	
					2,820.00	5440310	PROFESSIONAL/TECHNICAL	
					8,000.00	5440510	INSURANCE	
					2,135.47	5440900	INTEREST EXPENSE	
					37,546.49		Total	
					500.00	5540510	INSURANCE	
					18,156.12	5740310	PROFESSIONAL/TECHNICAL	
					1,000.00	5740510	INSURANCE	
					19,156.12		Total	
					\$483,033.66		GL Account Summary Total	



CITY COUNCIL MEETING - STAFF REPORT

Author: Pratt Redd, Economic Development Specialist
Department: Economic Development
Subject: Visitors Center Concessionaire Proposal
Date: July 13, 2021
Type of Item: Report

Background

For those not familiar with Canyonlands Natural History Association, or CNHA, CNHA is a non-profit organization, which assists the National Park Service, the U.S. Forest Service, and the BLM in their education and visitor efforts. Proceeds from sales support these agencies' educational, interpretive, and scientific programs in the region. CNHA has been a phenomenal partner for the last 15 years, and has set a high standard of service.

In 2019 and 2020 the city council renewed our concessionaire agreement with CNHA without the ability to explore further options due to the timetable of the contract expiring and Covid19. We have had some locally owned businesses express interest in submitting proposals, and having the opportunity to be the exclusive vendor and run the gift shop section of the visitors center. In all fairness to them, and CNHA, we would like to move forward with an RFP process and try to find the best fit and partner for the visitors center.

CNHA's contract ends February 27, 2022. We would like to have our concessionaire in place by March 1st, 2022.

Recommendation

I ask that the City Council reviews the RFP and makes suggestions, comments and changes as needed.

Department Review

Administration, Economic Development & Visitor Services

Attachments

RFP for Visitors Center Concessionaire



REQUEST FOR PROPOSAL FOR VISITORS CENTER VENDOR AGREEMENT

Blanding City is seeking Proposals for the vendor and retail section of the Blanding City Visitors Center. Blanding City is taking the initiative to enhance the value and services provided to our visitors at the Center. Blanding City is looking to partner with a vendor that has multiple years of retail experience and a background in vendor and inventory management. The ideal partner also has a passion for the travel and tourism industry and wants to improve the visitor experience, as well as add value to Blanding City.

The selected proposal will work closely with our Economic Development Office, and the Visitors Center staff in an effort to maintain inventory and give input on new products that will generate revenue for both parties.

Scope of Agreement

The scope of work within the agreement will focus on several components as outlined below:

1. Vendor agrees to pay Blanding City \$250.00 or 20% of monthly gross sales, whichever is greater, for the *exclusive right to sell at that location.

**The parties agree that Blanding City may sell non-competing items that differ from the products that the awarded vendor sells.*

2. Vendor agrees to provide sales fixtures, point of sale computer software, credit card equipment and other basic materials needed to create a sales outlet.

**Sales fixtures need to match the aesthetic of the Visitors Center design.*

3. Blanding City agrees to hire and compensate employees to staff the center during hours of operation, which will be set at the discretion of Blanding City.

4. Blanding City agrees to pay utilities and maintenance costs for the facility.

5. Vendor agrees to coordinate the training of facility staff on their products and software programs.

6. The parties agree that Blanding City has the authority to remove any product or items deemed not in accordance with Blanding City philosophy or policy.

7. Vendors products should not compete with local private businesses, namely custom pottery, Native American jewelry, or other custom made products sold by local brick and mortar stores.

8. Parties agree that the term of this agreement shall be from the date of this final execution to December 31st of 2023 (22 month period)



Deliverables

The selected vendor will provide the following regarding inventory:

1. Educational & Informational products that encompass the monuments and recreation sites in the area.
2. Updated and new inventory for each new season (march 1st of each year)
3. Tech support on sales software when not functioning
4. Pay Blanding City \$250.00 or 20% of monthly gross sales

Resources

- Vendor will have access to to anyone that visits the center
- Wifi & Internet
- Basement Storage for Products
- 400 Square Feet of Retail Space
- Staff from Blanding City

Proposal Submission

Each respondent must submit 1 electronic copy on a flash drive, in PDF form. The proposal needs to be sealed and brought to Blanding City at 50 W 100 South. The envelope containing the proposal must be clearly labeled "**Visitors Center Vendor Agreement**". Electronic submissions should be emailed to djohnson@blanding.city - David Johnson, City Administrator with the same label as above.

Evaluation of Proposals

The procedure for response to this RFP, evaluation of proposals, and selection of a vendor follows:

- Vendors will prepare and submit their proposals according to the Project timetable contained in "Proposal Submission".
- The City will evaluate through the formation of a selection committee. This committee may include City staff, representatives of the City Council and any other individual) that the City deems appropriate to have as a part of this committee.

Acceptance of Proposals

The City reserves the right to reject any or all proposals for any reason and or waive minor irregularities when to do so would be in the best interests of the City.

The responding party agrees that the City may terminate this procurement procedure at any time, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

Awarded Vendor will be announced in City Council at a date TBD.



CITY COUNCIL MEETING - STAFF REPORT

Author: Pratt Redd, Economic Development Specialist
Department: Economic Development
Subject: Independence Day Celebration
Date: July 13, 2021
Type of Item: Report

Staff Report:

Overall, I felt like this was the largest event we have had to date. I think it was the perfect combination of it being post-covid, on a Saturday, and great weather. Lots of positive feedback from the community, excluding the lack of music during the fireworks. Most of our food vendors served over 500 tickets, and a few served closer to 1,000 according to their responses. The Mayor's Breakfast had a large crowd, Phil and Toni did a great job speaking on freedom. The parade had 40 entries, and many of the floats were really well done, and many communities and families were represented this year. Overall the best celebration I have had the opportunity to plan and run.

While I did a lot of work, we have a lot of community partners to thank for making the entire weekend amazing for so many people.

UAMPS - Sponsor
Thrive125 - Sponsor
White Mesa Mill - Sponsor
UNHS - Sponsor

Mark & Kari Bake - Kids Activities - Parade, with help from Nicky Safrin
Kellie Mills & SJH Softball - Mini Madness
Jens Nielson & SJH Baseball - Midnight Madness
Laura Sterns & SJH Basketball - 3on3
EOTS - Melodrama
Walker Family - 5K
Robert & Valerie Turk
David Palmer - Parks & Rec Staff
Public Works Crew
Grayson Girls
Firestorm Pyrotechnics
UtahLiveBands
Eagle Air Med
Vendors



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: June 2021 Water Report
Date: July 13, 2021
Type of Item: Report

Background

Monthly water report for Mayor and Council.

Budget Impact

NA

Department Review

David Lyman has taken the appropriate measurements to update this month's records. Terry Ekker has compiled the data in the standard report format.

Recommendation

N/A

Attachments

June 2021 Water Report.

City of Blanding Monthly Water Report



June 2021

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 2020	City Share of Volume 2019
Starvation	500	0	500	500	305	195	305	442	500
4th Reservoir	2,350	250	2,100	2,100	1,853	497	1,603	2,095	2,100
3rd Reservoir	250	50	200	200	130	120	80	125	200
Drywash	500	100	400	0	115	0	0	0	0
Recapture	8,444	2,500	5,944	800	3,456	0	800	800	688
Total	12,044	2,900	9,144	3,600	5,859	812	2,788	3,462	3,488

	Gallons/Per Day	Acre Feet Month
Pipeline Flow	1,386,133	127

	Gallons	Acre Feet Month
Monthly Total Treated	36,968,000	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 is 67.1% for the current water year
Water Conservation 7% less water use than June of last year.

Month to Month Reconciliation Upper System	
Beginning Reservoirs Storage	2,025.00
Plus Water Taken From Pipeline	127.00
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	24.95
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	34.05
Ending Reservoir Storage	1,988.00



CITY COUNCIL MEETING - STAFF REPORT

Author: David Palmer
Department: Recreation Department
Subject: General information on the Parks & Recreation
Date: July 6th 2021
Type of Item: Monthly Information

Background:

We made it through the 4th of July

We have wrapped up Baseball and Softball

Blanding won every end of the season tournaments with one still to be played

Had a record number of visits to the wellness center



July 2021 Recreation Report

	2020 # of participants	2020 Revenue	2021 # of participants	2021 Revenue
T-Ball	50	\$2,000.00	80	\$3,200.00
Girls Machine Pitch	25	\$1,000.00	38	\$1,520.00
Boys Machine Pitch	59	\$2,360.00	63	\$2,520.00
Girls Softball - Totals	73	\$4,745.00	82	\$5,330.00
Boys Baseball -Totals	113	\$7345.00	136	\$8,840.00
Swim Team	19	\$570.00		
Boys Basketball	75	\$3,750.00		
Girls Basketball	58	\$2,900.00		
Soccer	220	\$8,800.00		
Flag Football	98	\$3,920.00		
Tackle Football	n/a	n/a		
Youth Volleyball	85	~~\$4,250.00~~	116	\$5,800.00
Wellness Center	2020 Annuals	2020 Monthly's	2021 Annuals	2021 Monthly's
June	1,843	443	1,916	539
June	2020-2021	2019-2020	2018-2019	2017-2018
Operating Revenue	\$194,868.72	\$183,053.57	\$202,570.95	\$196,219.82
*Operating Expenses	\$286,058.35	\$292,538.82	\$288,477.99	\$267,172.43

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

Recreation:

- We wrapped up our Baseball and Softball seasons with one exception
- Blanding won every end of the season tournament with one left to be played
- We are in the middle of putting Soccer teams together

Parks:

- Centennial took Quite a beating on the 4th but nothing we can't recover from

Wellness Center:

- The pool is going great!
- We had 8,382 recorded visits during June which is up 5,819 from the prior month. Remember that number only includes each time a member swipes their card for entry
- We had 2,438 visits from patrons without a membership.



CITY COUNCIL MEETING - STAFF REPORT

Author: JJ Bradford
Department: Police
Subject: Monthly report
Date: July 13, 2021
Type of Item: Discussion, Resolution, Ordinance, Contract, etc.

We had 21 more calls for service than we had in June of 2020. We seem to be getting consistently busier. Officers made 4 DUI arrests and 4 drug arrests. The department had another 3 hour training session on tactical tracking.

Attachments

Monthly stat sheet

	June 2021 Police Department Statistics				
	Incidents by type			2021 vs. 2020	
	911 Hang Up	2		2021 Total Arrests/Charges	51 with 6 warrants
	Agency Assist	2		2021 Total Citations Issued:	106 with 130 violations
	Aircraft Problem	1		2021 Total Incidents:	108
	Animal Problem	9			
	Business Assist	3		2020 Total Arrests/Charges	9
	Citizen Assist	2		2020 Total Citations Issued:	42 with 55 violations
	Civil Problem	3		2020 Total Incidents:	87
	Child/Property Exchange	1			
	Custodial Interference	1		Trainings: All officers attend another 3 hours of tactical tracking training	
	Vicious Animal	1			
	Distribution/Possession	7			
	DUI Alcohol or Drugs	4			
	Domestic Assault	2		Statistics by Officer	
	Fire	1		<u>Chief JJ Bradford</u>	
	Found Property	2		Arrest/Charges	4
	Fraud	1		Citations:	5 with 6 violations
	Harassment	2		Incidents:	29
	Illegal Burning	1			
	Intoxicated Person	7		<u>Sgt. Jared Hillhouse</u>	
	Juvenile Problem	1		Arrest/Charges	2 with 1 warrant
	Lost Property	1		Citations:	15 with 12 violations (?)
	Mental Subject	1		Incidents:	18
	Motorist Assist	1			
	Noise Complaint	1		<u>Officer Trey McDonald</u>	
	Officer Report	2		Arrest/Charges	13
	Property Damage, Non Vandalism	1		Citations:	9 with 15 violations
	Rape	1		Incidents:	15
	Suspicious Person/Circumstance	8			
	Theft	3		<u>Officer Cole Palmer</u>	
	Traffic Accident PD	2		Arrest/Charges	15
	Traffic Accident PI	3		Citations:	33 with 42 violations
	Traffic Violation	2		Incidents:	22
	Trespassing	1			
	Vandalism	3		<u>Officer Chris Sanchez</u>	
	Consent or Probable Cause search	2		Arrest/Charges	22 with 5 warrant
	VIN Inspection	18		Citations:	44 with 55 violations
	Warrant	1		Incidents:	23
	Wlfare Check	4			
				Animal calls: Animal Calls: 10 Dogs: 9 Dogs put in pound:7 returned to owner or adopted out 2 Dogs put down: 1 Other animals: 1 (cows)	
	Total	108			



CITY COUNCIL MEETING - STAFF REPORT

Author: David Johnson, City Administrator
Kim Palmer, Finance Director
Department: Finance
Subject: Wellness Center Fire Sprinkler System
Date: July 13, 2021

Budget Impact

The attached spreadsheet, budget impact and staff recommendation will be discussed.

Department Review

Finance

Attachments

Spreadsheet - Budget Impacts of Fire Sprinkler System Installation

Budget Impacts of Fire Sprinkler System Installation

Savings	
Wellness Center	\$ 410,348.00
Recreation GF & CP	\$ 138,482.00
Capital Proj	\$ 1,175,845.00
Total	\$ 1,724,675.00

Capital Project	Amounts	Option 1	Option 2	Option 3	Option 4
Sprinkers	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ -
Pavillion	\$ 56,000.00	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00
Shade Struture	\$ 126,000.00	\$ 126,000.00	\$ -	\$ -	\$ 126,000.00
Recreation Master Plan	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
Total Costs	\$ 632,000.00	\$ 632,000.00	\$ 450,000.00	\$ 400,000.00	\$ 232,000.00
Remaining Savings		\$ 1,092,675.00	\$ 1,274,675.00	\$ 1,324,675.00	\$ 1,492,675.00



CITY COUNCIL MEETING - STAFF REPORT

Author: Pratt Redd, Economic Development Specialist
Department: Economic Development
Subject: Visitor Center Guide Contract
Date: July 13, 2021
Type of Item: Business Item

Background

In an effort to enhance the value and services provided to our visitors at the Blanding City Visitors Center, we sent out a RFP in hopes to partner with a local guide and outfitters to give them a space to meet new clients and assist in developing the tourism culture across San Juan County. Josh Nielson of Sunrise Outfitters was chosen by the council to move forward with.

Recommendation

Move forward with the contract, pending any changes that the Council may want to make.

Department Review

Administration & Economic Development

Attachments

Contract



Visitors Center Commercial Lease & Operating Agreement

1. Sunrise Outfitting agrees to pay Blanding City \$80.00 or 2% of monthly gross sales over \$4,000 for the exclusive right to lease at that location. The parties agree that Blanding City will not sell space or items that conflict with Sunrise Outfittings product or services.
2. Sunrise Outfitting agrees to provide their own office furniture, fixtures, sales fixtures, point of sale computer software, credit card equipment and other basic materials needed to create a sales outlet.
3. Blanding City agrees to provide storage, utilities, maintenance costs for the facility, and internet along with the 10'x10' single office space to conduct business.
5. The parties agree that Blanding City has the authority to have Sunrise Outfitting removed if any payment is not received each month during the terms of this contract. Payment and prior months sales report are due by the 5th of each month
6. The parties agree that Blanding City has the authority to have Sunrise Outfitting removed if any business conducted is deemed unprofessional or illegal.
7. The parties agree that the term of this agreement shall be from the date of this final execution to September 31, 2022.
 - Excluded months of operation include October - February. Sunrise Outfitters will not operate those months.
 - Sunrise Outfitters reserves the right to terminate agreement at any time, whereas the city is given 30 days notice.

Signed and agreed to this _____ day of _____, 2021.

Blanding City
50 W 100 S Blanding Utah, 84511
David Johnson
Blanding City Manager

Sunrise Outfitting
140 N 100 W Blanding Utah, 84511
Josh Nielson
Sunrise Outfitting Owner



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Airport Hangar Lease Agreement
Date: July 13, 2021

Budget Impact

N/A

Department Review

The lease agreement between the City of Blanding on those leasing airport hangars has been reviewed and revised. Changes were made to clarify some areas of the lease agreement. Three additions were added to the lease agreement including the following,

1. The lease will be renewed every two years, rather than yearly.
2. Vehicles must be parked/stored outside the hangar area.
3. Inspection of the hangars will be required before the lease is renewed.

The City attorney and airport manager have reviewed the document.

Recommendation

Staff recommends the agreement be approved and distributed to each hangar lessee.

Attachments

Airport Lease Agreement



AIRPORT HANGAR LEASE

This agreement, made and entered into on the date indicated below by and between _____, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS the Lessor owns and operates an airport known as Blanding City Municipal Airport and Lessee is desirous of leasing from the Lessor a hangar on the airport, more fully described as Hangar #_____; and

WHEREAS the Lessee shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee, and

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. **Term:** The term of this lease shall be for a period of 1 year commencing on _____ and terminating on June 30, _____.

2. **Tail Number:** _____

If you change your tail number, aircraft, or store an additional aircraft, please contact the City to update the lease agreement. Failure to do so will result in the cancellation of the lease.

3. **AirWorthy Certification Attached** Yes _____ or No _____

4. **Renewal:** At the termination of the aforesaid term, this Lease shall automatically renew for a maximum of two years beyond the initial year. Automatic renewal may be waived if either party gives written notice of the intent to terminate the Lease, to the other party, at least 30 days prior to the termination date or any anniversary thereof for a maximum of 2 automatic renewals. All terms and conditions of this Lease shall remain in full force and effect during the continuation of this Lease, except that the Lessor may increase the rent as provided below.

5. **Payment:** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described. Lessee may select one of the following payment options for their annual lease (Circle payment option selected):

- a. A yearly rental of \$_____, payable in advance by June 1, and on each anniversary thereof until this lease terminates; or
- b. An amount 25% higher than the rent herein listed if lease continues on a month-to-month basis, an amount of \$_____ due on or before the 10th day of each month.



For the annual payment option, a late charge of 18% per year will be assessed on any lease monies or portions of monies not paid by the first of each lease period.

For a monthly payment option, a late fee of \$15 will be assessed on any lease monies or portions of monies not paid by the 25th of each month.

The rental rate specified herein shall be subject to reexamination and readjustment as provided below.

6. **Security Deposit:** At the time of the execution of this lease, the Lessee shall pay \$_____ security deposit to Lessor. The security deposit shall be held until final termination of Lease and shall be used to repair and restore the property to pre-lease conditions. Any portion of the security deposit not used for these purposes shall be returned to the Lessee within 90 days of the termination of this Lease.
7. **Rent Adjustments:** At the beginning of each year of the lease, the Lessor has the option to reassess the rental fee. Lessor must provide written notice of Rent Adjustment to the Lessee at least 30 days prior to the start of the new lease year.
8. **Liability Insurance:** All liability Insurance certificates shall include a transfer of risk provision listing "Blanding City, their elected and appointed officials, employees, volunteers, and agents" as additional insured. Insurance Policies must include the following limits: \$1 million per occurrence, \$2 million aggregate.
9. **Utilities:** Lessee and Lessor are responsible for their own respective utilities. Lessee may not use any of the Lessor's utilities without the Lessor's prior written consent and Lessee shall not have its utility bills placed into the name of the Lessor.
10. **Other Fees:** Nothing herein shall limit the Lessor's right to impose, and the Lessee's obligation to pay, any and all other fees which the Lessor may establish from time-to-time for Airport services and privileges.
11. **Hangar Use:** The primary use of the hangar shall be for the storage of an active airworthy aircraft. An active airworthy aircraft is any aircraft which has passed its annual inspection within the preceding twelve (12) months.

There are approved secondary uses of the hangars but all secondary uses are subject to Section 13 of this agreement. Approved secondary uses are:

- a. Shelter for maintenance, repair, or refurbishment of aircraft;
- b. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, office equipment, teaching tools).

Provided the hangar is used primarily for an aeronautical purpose, Lessee may store non-aeronautical items in the hangar provided they do not:

Lessee Initial _____



- a. Become the primary use of the hangar space or duration of use;
- b. Impede the movement of the aircraft in and out of the hangar;
- c. Displace the aeronautical contents of the hangar;
- d. Impede access to other aeronautical contents of the hangar; and
- e. Violate building codes or local ordinances.
- f. Lessee shall not make any alterations to the interior construction of the hangar without written permission from the Lessor. Any unapproved alterations will result in a cancellation of the lease.
- g. Vehicles shall not be parked near the hangar and shall be parked outside the gated area in a designated parking space. The single limited exception is for the temporary loading or unloading at the hangar for periods not to exceed 15 minutes in duration and not in a manner that restricts airplane traffic around the facility.
- h. Personal property must be stored inside the leased hangar only, not outside the hangar.

Any change from a primary or approved secondary use, as stated in this agreement, will result in the cancellation of this agreement.

Lessee shall not conduct non-aeronautical business activities out of the hangar nor store items in support of a non-aeronautical business.

- 12. Safety:** At no time shall the Lessee store any flammable material (except for fuel in the aircraft) nor shall the Lessee store explosives or other dangerous or hazardous materials, in or around the hangar, without the Lessor's prior written consent.

Lessee shall not hereafter make use of the premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter, at Lessor's sole discretion, upon the premises hereby and abate any such hazard at the expense of Lessee.

Violation of this section is grounds for immediate termination of the lease at the sole discretion of the Lessor.

- 13. Preference for Primary Uses:** Rental of hangars for the purpose other than the above stated primary use shall be conditional and subject to the approval of the Lessor and the need for aircraft storage at a future date. In the event the Lessor is renting a hangar for an inactive aircraft of non aviation use and the hangar is needed for storage of an active aircraft, the hangar will be rented on the condition that the renter will vacate the needed hangar within (30) days of receiving written notice from the Lessor.

Lessee Initial _____



If the Lease is terminated under this section, the prorated portion of remaining pre-paid annual rent will be refunded to the Lessee.

14. Nonexclusive Rights: Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge fees for the use of such areas.
- c. To use access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

15. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

16. Rules and Regulations: The Lessee agrees to observe and obey all current and future laws, ordinances, rules and regulations promulgated and enforced by the Lessor and by other proper authority having jurisdiction over the conduct of operations at the airport, provided the same are consistent with the procedures prescribed or approved from time-to-time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft.

17. Security: Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar.

18. Occupants: No person or entity may occupy the hangar of the Lessee except the Lessee, without the prior written consent of the Lessor. However, nothing herein shall prohibit the Lessee from temporarily permitting another person or entity to temporarily store aircraft in the Lessee's hangar. It is understood that any long-term storage requires the permission of the Lessor and any entity which permits temporary storage for profit must obtain a permit from the Lessor.

19. Commercial Operations: Nothing herein shall authorize the Lessee to conduct any business operations or to act as a Fixed Base Operator (FBO) on the premises leased herein. All such activities are prohibited without the prior written approval of the Lessor. However, nothing herein shall be construed to prohibit the Lessee from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

20. Hangar Maintenance: The Lessor will maintain and repair the hangar, associated appurtenances, and the surrounding land in a safe, useful, painted, and orderly condition. In the event of fire or any other damage or casualty to structures owned by the Lessor, the Lessor shall repair or replace the

Lessee Initial _____



damaged structure.

Requests for maintenance should be submitted to the Lessor in writing. The Lessor will address the maintenance requests at Lessor's sole discretion and subject to available funding.

21. Airport Maintenance: Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

22. Airport Development: The Lessor reserves the right to further develop and improve the airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee. If the development of the airport requires the removal and/or relocation of the Lessee's hangar building, the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

- a. The Lessor will provide the Lessee with written notice at least 90 days prior to said removal and/or relocation.

23. Snow Removal: The Lessor agrees to plow and remove the snow, at no extra charge, from the taxiways in front of the hangars, except within 10 feet of hangar doors per Lessor's Interlocal Agreement with San Juan County. The manner, speed and timeliness of snow removal shall be in the sole discretion of the Lessor, based on the Interlocal Agreement with San Juan County and may vary from year-to-year and from snowfall-to-snowfall. Snow removal from the taxiways in front of Lessor's hangar shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared.

Lessee hereby releases and holds the Lessor harmless from any liability for any and all damages, incurred by the Lessee, caused by or arising from the manner, speed or timeliness of the Lessor's snow removal.

24. Right to Inspect: Prior to each annual lease renewal, the Lessor reserves the right to inspect the premises. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.

Lessor agrees to give 24 hour notice of entry except in an emergency.

Lessor may enter, after 24 hour notice is given, whether Lessee is present or not.

25. Hold Harmless: The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representatives or servants, relating to or arising out of Lessee's use and enjoyment of the Airport or the rights and privileges granted by this Lease.

26. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:

Lessee Initial _____



- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever;
- d. Any injury to any person or damage to any property; or
- e. Failure to keep the Airport premises, appurtenances, fixtures and/or equipment in repair.

27. Abandonment: If the Lessee fails to use the hangar, for the purpose of storing aircraft owned by the Lessee, for a continuous period of 6 months, then the Lessor may, in Lessor's sole discretion, terminate this lease.

Any property remaining in the Abandoned hangar shall be disposed of subject to the provisions of Utah Code Ann. 78B-6-816.

28. Liens and Encumbrances: The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises.

29. Default and Termination:

- a. **Default Defined:** Lessee shall be deemed in default upon
 - i. Failure to pay rent or any other properly-imposed fee within 30 days after due . Lessor may terminate this lease agreement within seven (7) days after written notice of non-payment.
 - ii. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within fourteen (14) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.
- b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.
- c. **Remedies:** Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
- d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its equipment, and property, and restore the leased premises to its original vacant condition,

Lessee Initial _____



unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.

- i. Lessor reserves the right to pursue compensation beyond the Security Deposit if necessary to recoup the costs of property restoration.
 - e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent, or contemporaneous violation.
- 30. Lease Transfer:** The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessor, which consent shall not be unreasonably withheld.
- 31. Subordination Clause:** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Utah 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 or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Utah.
- 32. National Emergency:** During time of War or other State or National emergency, the Lessor shall have the right to suspend this Contract, and to turn over operation and control of the Airport to the State of Utah and/or the United States Government During any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of same by Lessee, the rent shall abate, and the period of such closure shall be added to the term of this lease so as to extend and postpone the expiration thereof.
- 33. Nondiscrimination:** The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 34. Arbitration:** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties through an agreed upon mediator, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and

Lessee Initial _____



judgment upon the dispute by the arbitrator(s) shall be final and binding on the parties.

35. Severability: This lease shall be construed under the laws of the State of Utah. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

Lessee Initial _____



AGREEMENT AND ACCEPTANCE

I/We have read and agree to this lease agreement which includes, any amendments to the policies as they are now or subsequently will be in effect. I/We agree to live with the spirit and letter of the Lease Agreement and also acknowledge that all black spaces have been accurately filled or otherwise marked "Not Applicable" (N/A)

In Witness, Whereof, Lessor and Lessee have executed this Agreement on _____ (month)
_____ (day) _____ (year)

Lessor: Blanding City Representative: _____

Date: _____

Title: _____

Lessee: _____

Mailing Address: _____

City: _____

State: _____ **Zip Code:** _____

Email Address: _____

Phone: _____

Lessee Signature: _____

Co-Lessee: _____

Mailing Address: _____

City: _____

State: _____ **Zip Code:** _____

Email Address: _____

Phone: _____

Co-Lessee Signature: _____

Lessee Initial _____