



CITY COUNCIL MEETING AGENDA

Mayor Logan Monson

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

Tuesday, September 13, 2022 at 7:00pm

50 West 100 South Street,
Blanding Utah 84511

Meetings are live streamed at:

www.youtube.com/channel/UCPzWdnJDcNhH31kvTjJ9N3w

Notice is hereby given that the City Council of Blanding, Utah will hold a Regular Council Meeting on September 13, 2022 at 7:00 pm at the City Office, located at 50 West 100 South Street.

POLICY MEETING

- I. Call to Order
- II. Roll Call
- III. Prayer or Thought
Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought.
- IV. Pledge of Allegiance
- V. Approval: Consent Agenda and Minutes from August 23, 2022
- VI. Declaration of Conflicts of Interest

Public Input

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

Reports

- | | |
|---------------------------------|--------|
| 1. Mayor | |
| 2. City Council | |
| 3. City Manager, David Johnson | Pg. 7 |
| 4. Financial Report, Kim Palmer | Pg. 8 |
| 5. Recreation Report | Pg. 12 |
| 6. Police Report | Pg. 14 |
| 7. Water Report | Pg. 16 |

Presentations

1. Update on Digitizing Blanding Histories to Family Search, Beverly Vowell Black

Business Items

- | | |
|---|--------|
| 1. Resolution 09-13-2022-1 - Contract to Receive Westwater ARPA Grant | Pg. 19 |
|---|--------|



Closed Session

Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character, professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale or lease of real property. *Utah Code 52-4-205*

Adjournment

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



CITY COUNCIL MEETING MINUTES

Council in Attendance:

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

Tuesday, August 23, 2022 at 7:00pm

50 West 100 South Street,
Blanding Utah 84511

Meetings are live streamed at:

<https://www.youtube.com/watch?v=OChH9VUznPA>

Staff Members in Attendance:

City Manager - David Johnson
City Finance Director - Kim Palmer
City Community Dev. Dir. - Bret Hosler

City Engineer - Terry Ekker
City Police - Chief Bradford
City Recreation Director - David Palmer

Others: Glenn Gurney, Evan Black, Taylor Black, Trent Herring, Kyle Hosler, Casper Pedersen, James Bayles, Jason Nay, Emily Olsen, Dakota Clements

Prayer was offered by David Johnson

Declaration of Conflict: None

1. The Pledge of Allegiance was recited.
2. **Councilmember Gasser moved to approve the minutes of the July 26, 2022 City Council Meeting and consent agenda. Councilmember Nielson seconded the motion. Mayor Pro-Tempore Bowers repeated the motion and asked for discussion. Hearing none, she called for a vote.**

Those voting Aye:	Councilmember Ewald Councilmember Gasser Councilmember Grover Councilmember Nielson
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Those voting Nay:	None
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Those abstaining:	None
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Constituting all members thereof, Mayor Pro-Tempore Bowers declared the motion carried.

PUBLIC INPUT

Glen Gurney approached Council requesting the current airport hangar lease requirements be suspended due to the issue of locating the required insurance. Mr. Gurney stated that the required insurance can only be purchased from one vendor. He would like to purchase his insurance from his local agent. The agent is unable to provide the coverage required on the hangar. He asked Council to drop a presumed lawsuit against him. He stated that the situation has cost him \$3000 in attorney fees to this point.

REPORTS

1. Mayor Monson

Mayor Monson reported he attended a meeting with the Governor's staff and fellow Mayors from around the state to discuss short term rentals. The state will begin addressing short term rentals in the next few months. More information will be shared as it is received.

2. City Council

Mayor Pro-Tempore Bowers stated that the Fall Festival/Dutch Oven Days has been scheduled for September 24, 2022.

3. City Manager - David Johnson

Mr. Johnson reported an open house is scheduled for August 30, 2022 from 5:00 - 7:00 pm at the Visitor Center. The open house is being held to get suggestions and input from residents on the plan.

A CIB request for funding for the Wellness Center repairs has been accepted by CIB, \$341,000 in loan and \$29,000 in grant, and will now move forward to the final funding approval meeting in October.

A grant for \$50,000 for the Wellness Center has also been submitted to USDA.

4. Staff Reports

a. Finance Report - Kim Palmer

Ms. Palmer reported that all purchases were within budget. The financial audit has been completed and went well.

b. Recreation Report - David Palmer

Mr. Palmer reported that the pool will be closing on September 3rd for the season.

c. Water Report - Terry Ekker

Precipitation is at 73% of normal reported Mr. Ekker. 91 acre feet was treated in July.

BUSINESS ITEMS

1. Recreation Advisory Committee Appointments, Mayor Monson

The following individuals were approved by advice and consent to serve on the Recreation Committee: Kyle Hosler, Emily Olsen, Trent Herring and Laura Sterns.

Mayor Monson expressed appreciation for the several applications that had been received for the Recreation and Airport Committees.

2. Airport Advisory Committee Appointments, Mayor Monson

The following individuals were approved by advice and consent to serve on the Airport Advisory Committee: Dakota Clements, Jason Nay, Chase Palmer, Evan Black, Kristian Olsen, Chris Allen, Casper Pedersen.

CLOSED SESSION

Councilmember Gasser moved to enter a closed session. Councilmember Grover seconded the motion. Mayor Pro-Tempore Bowers repeated the motion and asked for discussion. Hearing none, she called for a vote.

Those voting Aye:	Councilmember Ewald Councilmember Gasser Councilmember Grover Councilmember Nielson
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Those voting Nay:	None
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Those abstaining:	None
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Constituting all members thereof, Mayor Pro-Tempore Bowers declared the motion carried.

Council entered a closed session at 7:35 p.m.

Councilmember Grover moved to enter a closed session. Councilmember Ewald seconded the motion. Mayor Pro-Tempore Bowers repeated the motion and asked for discussion. Hearing none, she called for a vote.

Those voting Aye:	Councilmember Ewald Councilmember Gasser Councilmember Grover Councilmember Nielson
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Those voting Nay:	None
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Those abstaining:	None
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Constituting all members thereof, Mayor Pro-Tempore Bowers declared the motion carried.

Council re-entered an open session at 8:09 p.m.

ADJOURNMENT

Councilmember Grover moved to adjourn the meeting. Councilmember Nielson seconded the motion. Mayor Pro-Tempore Bowers repeated the motion and asked for discussion. Hearing none, she called for a vote.

Those voting Aye:	Councilmember Ewald Councilmember Gasser Councilmember Grover Councilmember Nielson
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Those voting Nay: None

Those abstaining: None

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

Council adjourned the meeting at 8:10 p.m.

By:

Kim Palmer, City Deputy Recorder

City Council Project Status Report - 09.13.2022

Project	Status	Notes
Wellness Center Sprinkler System & Showers	Ongoing	The City Manager presented to the CIB Board. The Board passed a motion for the City's request to come back during their October meeting for final approval. The motion was for \$341,000 loan at 2% interest and \$29,000 in grant. The City will contribute \$150,000 from capital savings or \$200,000 if the City does not receive the USDA Community Facilities Grant. The USDA Community Facilities grant was formally submitted by USDA staff for consideration of \$50,000 toward the equipment costs of the sprinkler.
Deep Well	Ongoing	The next steps is to work on the water conveyance agreement, a.k.a. the water sales. According to the MOU the City would sell water at the same rate as other users. Currently other users outside of City limits pay double the culinary rate. The water conveyance agreement will be written to reflect such, likely with exceptions for flushing, tests and leaks on main lines. This may take a couple of months to draft and review, and will come to City Council for feedback and approval.
Parks, Recreation, Trails & Open Space Master Plan	Ongoing	A Public Open House was recently held with minimal attendance. However, the prior survey results provided a high percentage of resident response and an additional link was sent out to the public for those that could not attend the public open house.
CDBG Grant	Submitted	The City's application was recommended for approval. Staff is now waiting on a contract from the state. After that is received, the City will send out an RFP.
Swallow's Nest	Ongoing	We did not receive the grant applied for. Staff is going to have those sprinklers turned off and eventually capped to prevent run-off into the building. We hope to replace the grass in the fall or next spring.
Airport Commercial Policies	Completed	Recommendations and appointments were completed last city council meeting.
UDOT TPA Grant	Approved	Blanding City has received all of the finalized approved documents and agreements to receive the funding. Funding has also been received. Staff put together a draft RFP and will be sending it out in the coming weeks.



CITY COUNCIL MEETING - STAFF REPORT

Author: Kim Palmer, Finance Director
Department: Finance
Subject: Accounts Payable

Department Review

1. Invoice Register
 - a. All expenses are within the approved FY2023 budget.

If you have any questions, I would be happy to meet with you to discuss them..

City of Blanding
Invoice Register - 8/22/2022 to 9/7/2022 - All Invoices

9/7/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
08222022	7th DISTRICT COURT	1977	8/22/2022	8/22/2022	\$150.00			
					150.00	103510	COURT FINES/FOREFEITURE	HATFIELD, CELESTE REF CAS
601583	Aflac	0	8/29/2022	8/29/2022	\$1,795.26			
					1,795.26	102226	HEALTH INSURANCE PAYABL	HEALTH INSURANCE
5862	BLUE MOUNTAIN EXTERMINATING	51657	8/22/2022	8/22/2022	\$35.00			
					35.00	1044260	Admin BUILDINGS - SUPPLIES	PEST CONTROL
22-2017	DELCO WESTERN	51668	8/22/2022	8/22/2022	\$7,280.32			
					7,280.32	5240250	EQUIPMENT - SUPPLIES & M	2 DHC SEWER PUMP - LIFT ST
PR082522-502	EFTPS	0	8/31/2022	8/31/2022	\$33,380.69			
					19,557.58	102221	FEDERAL TAX / FICA PAYABLE	Social Security Tax
					4,574.04	102221	FEDERAL TAX / FICA PAYABLE	Medicare Tax
					9,249.07	102221	FEDERAL TAX / FICA PAYABLE	Federal Income Tax
08152022	FRONTIER COMMUNICATIONSACH.0822221127.6340		8/22/2022	8/22/2022	\$105.68			
					105.68	1044280	Admin TELEPHONE	ADMIN
08152022-2	FRONTIER COMMUNICATIONSACH.0822221127.6340		8/22/2022	8/22/2022	\$215.35			
					215.35	5140280	TELEPHONE	WATER TREATMENT - 0715718
	Vendor Total:				\$321.03			
PR082522-7854	HEALTH EQUITY - HSA	2	8/31/2022	8/31/2022	\$2,302.18			
					1,737.18	102226.1	HSA PAYABLE	Health Savings Plan - Employer
					565.00	102226.1	HSA PAYABLE	Health Savings Plan Employee
08252022	HOSLER, BRET	51666	8/25/2022	8/25/2022	\$465.00			
					465.00	1048230	P&Z TRAVEL	PLANNING CONFERENCE
Refund: 5017500	HUNT'S TRADING POST	51679	9/7/2022	9/7/2022	\$5,036.54			
					5,036.54	531310	ACCOUNTS RECEIVABLE	Refund: 501750001 - HUNT'S T
0128706	JONES & DEMILLE ENGINEERING, IN	51667	8/26/2022	8/26/2022	\$5,529.80			
					5,529.80	511601	CONSTRUCTION IN PROGRE	WESTWATER DEEP WELL PR
819005	MOTOR PARTS	51669	8/24/2022	8/24/2022	\$80.49			
					80.49	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
819044	MOTOR PARTS	51669	8/24/2022	8/24/2022	\$0.99			
					0.99	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
819097	MOTOR PARTS	51669	8/25/2022	8/25/2022	\$38.98			
					38.98	1060250	Streets EQUIPMENT - SUPPLI	SUPPLIES & EQUIPMENT
819117	MOTOR PARTS	51669	8/25/2022	8/25/2022	\$4.29			
					4.29	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
819218	MOTOR PARTS	51669	8/26/2022	8/26/2022	\$80.49			
					80.49	1065250	ParksRec EQUIPMENT - SUPP	SUPPLIES & EQUIPMENT
	Vendor Total:				\$205.24			
INV192480	PACKARD WHOLESALE CO	ACH.0829221056.167	8/24/2022	8/24/2022	\$313.50			
					313.50	1066260	Wellness Center BUILDINGS -	CLEANING SUPPLIES
862507	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/22/2022	8/22/2022	\$63.98			
					63.98	1065250	ParksRec EQUIPMENT - SUPP	EQUIPMENT AND SUPPLIES
862534	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/22/2022	8/22/2022	\$7.18			
					7.18	5440250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES
862579	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/23/2022	8/23/2022	\$33.58			
					33.58	5140250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES
862691	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/24/2022	8/24/2022	\$21.56			
					21.56	5140250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES

City of Blanding
Invoice Register - 8/22/2022 to 9/7/2022 - All Invoices

9/7/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
862694	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/24/2022	8/24/2022	\$3.04			
					3.04	1060250	Streets EQUIPMENT - SUPPLI	EQUIPMENT AND SUPPLIES
862704	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/24/2022	8/24/2022	\$10.82			
					10.82	1060250	Streets EQUIPMENT - SUPPLI	EQUIPMENT AND SUPPLIES
862722	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/25/2022	8/25/2022	\$4.59			
					4.59	5140250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES
862737	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/25/2022	8/25/2022	\$46.99			
					46.99	1065250	ParksRec EQUIPMENT - SUPP	EQUIPMENT AND SUPPLIES
862738	REDD'S ACE HARDWARE	ACH.0829221056.6056	8/25/2022	8/25/2022	\$4.59			
					4.59	5140250	EQUIPMENT - SUPPLIES & M	EQUIPMENT AND SUPPLIES
Vendor Total:					\$196.33			
08112022	TSO, SKYLAR	1979	8/22/2022	8/22/2022	\$100.00			
					100.00	103510	COURT FINES/FOREFEITURE	REFUND OF OVER PAYMENT
08252022	UAMPS	51674	8/25/2022	8/25/2022	\$222,585.23			
					222,585.23	5340255	ELECTRIC PURCHASES	ELECTRIC PURCHASES JULY
08222022	UTAH AIRPORT OPERATORS ASSOCI	51675	8/25/2022	8/25/2022	\$175.00			
					25.00	1046230	Airport TRAVEL	UAOA MEMBERSHIP- BRET
					150.00	1046230	Airport TRAVEL	AIRPORT CONFERENCE
PR082522-277	UTAH STATE RETIREMENT	1	8/31/2022	8/31/2022	\$26,960.64			
					22,347.27	102225	RETIREMENT PAYABLE	Retirement
					4,313.37	102225	RETIREMENT PAYABLE	401k
					300.00	102225	RETIREMENT PAYABLE	Roth IRA - URS
PR082522-281	UTAH STATE TAX COMMISSION	51678	8/31/2022	8/31/2022	\$5,802.73			
					5,802.73	102223	STATE WITHHOLDING PAYAB	State Income Tax
RFD 553340942.	WATKINS, JAYCEE & RAYMOND EBE		9/1/2022	9/1/2022	\$312.30			
					312.30	532290	CUSTOMER DEPOSITS	Deposit Refund: 553340942 - W
Total:					\$312,946.79			
							GL Account Summary	
					33,380.69	102221	FEDERAL TAX / FICA PAYABLE	
					5,802.73	102223	STATE WITHHOLDING PAYAB	
					26,960.64	102225	RETIREMENT PAYABLE	
					1,795.26	102226	HEALTH INSURANCE PAYABL	
					2,302.18	102226.1	HSA PAYABLE	
					250.00	103510	COURT FINES/FOREFEITURE	
					35.00	1044260	Admin BUILDINGS - SUPPLIES	
					105.68	1044280	Admin TELEPHONE	
					175.00	1046230	Airport TRAVEL	
					465.00	1048230	P&Z TRAVEL	
					52.84	1060250	Streets EQUIPMENT - SUPPLI	
					277.23	1065250	ParksRec EQUIPMENT - SUPP	
					313.50	1066260	Wellness Center BUILDINGS -	
					71,915.75		Total	
					5,529.80	511601	CONSTRUCTION IN PROGRE	
					64.32	5140250	EQUIPMENT - SUPPLIES & M	
					215.35	5140280	TELEPHONE	
					5,809.47		Total	
					7,280.32	5240250	EQUIPMENT - SUPPLIES & M	
					5,036.54	531310	ACCOUNTS RECEIVABLE	
					312.30	532290	CUSTOMER DEPOSITS	

City of Blanding
Invoice Register - 8/22/2022 to 9/7/2022 - All Invoices

9/7/2022

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
					222,585.23	5340255	ELECTRIC PURCHASES	
					227,934.07		Total	
					7.18	5440250	EQUIPMENT - SUPPLIES & M	
					\$312,946.79		GL Account Summary Total	



CITY COUNCIL MEETING - STAFF REPORT

Author: David Palmer
Department: Recreation Department
Subject: General information on the Parks & Recreation
Date: September 1st 2022
Type of Item: Monthly Information

Background:

Soccer is finished for the season

We are now starting Football

We will now take Girls Basketball Registrations

Some random numbers of interest - Visitation to date is 39,113 compared to visitation at this time last year which was 33,074 that is an increase of 6,039. Our facility is really busy.



September 2022 Recreation Report

	2022 # of participants	2022 Revenue	2021 # of participants	2021 Revenue
T-Ball	71	\$2,840.00	80	\$3,200.00
Girls Machine Pitch	35	\$1,400.00	38	\$1,520.00
Boys Machine Pitch	71	\$2,840.00	63	\$2,520.00
Girls Softball - Totals	108	\$7,020.00	82	\$5,330.00
Boys Baseball -Totals	134	\$8,710.00	136	\$8,840.00
Swim Team	35	\$1,400.00	22	\$880.00
Boys Basketball	91	\$5,550.00	89	\$4,450.00
Girls Basketball			65	\$3,250.00
Soccer	240	\$13,200.00	235	\$11,750.00
Flag Football			39	\$1,560.00
Tackle Football			88	\$6,600.00
Youth Volleyball	102	\$5,100.00	116	\$5,800.00
Wellness Center	2022 Annuals	2022 Monthly's	2021 Annuals	2021 Monthly's
August	1,489	158	1,754	394
July	2022-2023	2021-2022	2020-2021	2019-2020
Operating Revenue	\$50,688.86	\$43,122.51	\$39,230.45	\$48,955.31
*Operating Expenses	\$99,897.57	\$94,289.95	\$101,877.76	\$109,732.67

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

Recreation:

- Soccer has finished for the year
- Football season is underway. That is Flag Football for 1st & 2nd graders and Tackle for 3rd-6th grade.
- We are starting to take registrations for Girls Basketball

Parks:

- We are just trying to keep parks alive with limited watering
- Just been doing alot of general maintenance on all the parks
- We will start winterizing all of our parks and city buildings starting the first week of October

Wellness Center:

- The pool closed on September 3rd and there are several pool projects that will need to happen during the off season
- We had **6,266** recorded "member" visits during August.
- We had **1,288** visits from patrons without a membership.



CITY COUNCIL MEETING - STAFF REPORT

Author: JJ Bradford
Department: Police
Subject: Monthly report
Date: **Sept 13, 2022**
Type of Item: Information

August kept us busy with training, back to school and investigations into vandalism at the high school. Those who were involved with the football field vandalism have been identified. They are juvenile offenders so we will not be sharing their names.

Officer Tell Stewart has been working now for a month and is doing well. He comes in with experience and has already taken on a couple of good cases.

	August 2022 Police Department Statistics					
	Incidents by type			2022 VS 2021		
	Agency Assist	3		2022 Total Arrests/Charges		23 with 3 warrants
	Assault	1		2022 Total Citations Issued:		53 with 72 violations
	Assault with weapons	1		2022Total Incidents:		44
	Burglary	1				
	Business Alarm	1		2021 Total Arrests/Charges		44 with 6 warrants
	Civil Problem	2		2021 Total Citations Issued:		108 with 132 violations
	Child/Property Exchange	2		2021 Total Incidents:		124
	Criminal Mischief	1				
	Disorderly Conduct	1		Trainings: All officers did tracking training. Trey did DPS		
	Domestic Violence	2		Basic Tactical Operator Course, Utah Narcotics Officer		
	Distribution/Possession	1		Conference.		
	DUI Alcohol/Drugs	4				
	Domestic Dispute	3		Statistics by Officer		
	Found Property	1		Chief JJ Bradford 3z1		
	Fraud	1		Arrest/Charges	2	
	Harassment	2		Citations:	1 with 2 violations	
	Intoxicated Person	1		Incidents:	22	
	Juvenile Problem	1				
	Medical Emergency	1		Sgt. Jared Hillhouse 3z2		
	Phone Harassment	1		Arrest/Charges	2	
	Sex Offense	1		Citations:	8 with 11 violations	
	Suspicious Person/Circumstance	1		Incidents:	1	
	Theft	4				
	Traffic Accident PD	6		Officer Trey McDonald 3z3		
	Warrant	1		Arrest/Charges	3	
				Citations:	9 with 9 violations	
				Incidents:	5	
				Officer Cole Palmer 3z4		
				Arrest/Charges	13 with 3 warrants	
				Citations:	26 with 38 violations	
				Incidents:	12	
				Officer Tell Stewart 3z5		
				Arrest/Charges	3	
				Citations:	9 with 12 violations	
				Incidents:	4	
				Dog incidents: 3 animal calls. 1 dog picked up and returned		
				to owner.		
	Total	44				



CITY COUNCIL MEETING - STAFF REPORT

Author: Terry Ekker, City Engineer
Department: Public Works
Subject: July 2022 Water Report
Date: August 23, 2022
Type of Item: Report

Background

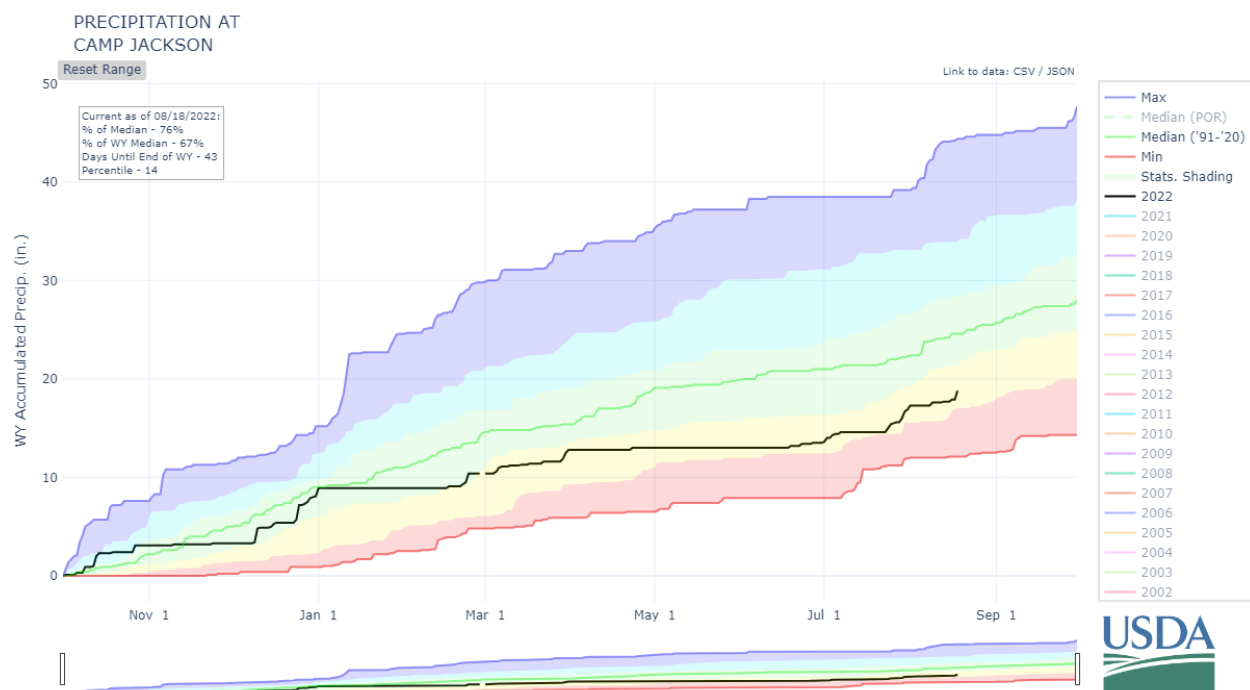
Monthly water report for Mayor and Council.

Budget Impact

N/A

Department Review

Here is a graph showing precipitation for the water year.

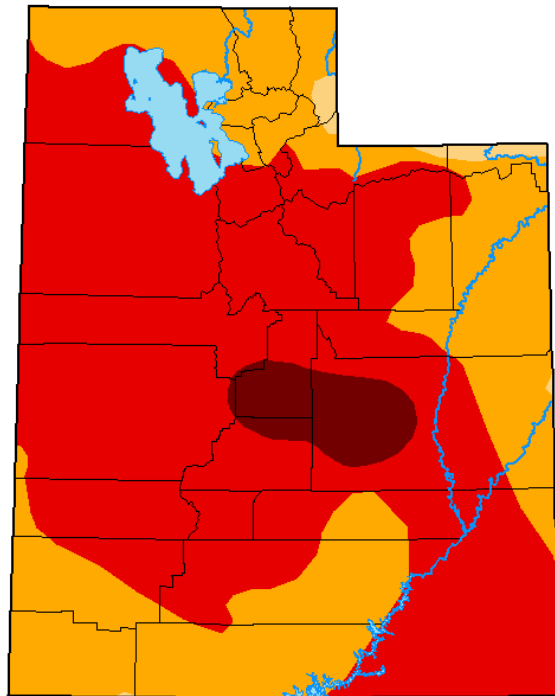


I have also included a graphic showing the current drought situation below.



U.S. Drought Monitor
Utah

August 16, 2022
(Released Thursday, Aug. 18, 2022)
Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Tinker
CPC/NOAA/NWS/NCEP



droughtmonitor.unl.edu

Recommendation

Monsoonal moisture continues to come through Utah. The drought situation is improving somewhat across some areas of the state, while not as much in San Juan County.

Attachments

July 2022 Water Report.

City of Blanding Monthly Water Report



August 2022

Reported in Acre Feet

Reservoir	Total Reservoir Capacity	Required Consrvn Capacity	Total Usable Capacity	City Share of Total Capacity	Current Reservoir Volume	Unused City Storage	City Share of Current Volume	City Share of Volume 2021	City Share of Volume 2020
Starvation	500	0	500	500	192	308	192	280	415
4th Reservoir	2,350	250	2,100	2,100	1,584	766	1,334	1,399	1,783
3rd Reservoir	250	50	200	200	115	135	65	40	120
Drywash	500	100	400	0	110	0	0	0	0
Recapture	8,444	2,500	5,944	800	2,430	800	800	800	800
Total	12,044	2,900	9,144	3,600	4,431	2,009	2,391	1,315	3,070

	Gallons/Per Day	Acre Feet Month
Pipeline Flow	1,250,847	119

	Gallons	Acre Feet Month
Monthly Total Treated		119.00
Monthly Total Pumped	Well A	0.00
	Well B	0.00
	Well C	0.00
Total Montly Treated and Pumped		119.00

Notes:

Annual Precipitation is 75.8% of average.

Water Conservation 35.6% less water use than August of last year.

Month to Month Reconciliation Upper System	
Beginning Reservoirs Storage	1,577.00
Plus Water Taken From Pipeline	119.00
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	119.00
Less Water Sold Third Parties	0.00
Less Raw Water Tap Sales	16.55
Less Water Loaned Irrigation Agreement	0.00
Less Evap/Ditch/Theft/Backwash losses	-30.55
Ending Reservoir Storage	1,591.00



CITY COUNCIL MEETING - STAFF REPORT

Author: David Johnson, City Manager
Department: Administration
Subject: Memorandum of Understanding with State & NTUA
Date: July 26, 2022
Type of Item: Resolution

Background

Blanding City was awarded an American Rescue Plan Act (ARPA) Grant in the amount of \$3.5 million. The funds are allocated through state agencies, which include the State of Utah, Department of Environmental Quality, and Drinking Water Board.

The funding is a reimbursement grant. Reimbursements will be deposited into an escrow account. This is a similar process as the \$340,984 grant, known as a Principal Forgiveness Agreement, that was awarded to the City to design the new deep well, master meter, arsenic treatment, and potential system upgrades.

The project must be executed by December 31, 2024. The ARPA Grant must be expended, and final reimbursement requests must be received by December 31, 2026.

Budget Impact

The City will receive \$3.5 million for the construction of a new deep well and potential arsenic treatment, in addition to the \$459,294 already granted to the City to update the citywide Water Master Plan, as well as work on preliminary engineering and design for the project.

Department Review

Administration, Public Works, Finance

Recommendation

Staff recommends approval of the associated resolution and acceptance of the ARPA Grant for \$3.5 million.

Attachments

Resolution, Award Letter, ARPA Recipient Agreement, Escrow Agreement



RESOLUTION 09-13-2022-1

ARPA Grant to Drill & Equip New Source Water Well, New Well House & Arsenic Treatment Facility

WHEREAS, The City of Blanding is hereby authorized to receive \$3,500,000 in financial assistance under the American Rescue Plan Act (ARPA); and

WHEREAS; the grant funding is intended to drill and equip a new source water well, a new well house, and an arsenic treatment facility; and

WHEREAS; the funding will be deposited into the escrow account after executing the enclosed Recipient Construction Agreement; and

WHEREAS; Blanding City recently updated its city-wide Water Master Plan, where a hired, third-party engineering firm recommended that the City make its top water infrastructure priority the pursuit of a new deep well; and

WHEREAS; the ARPA grant funding will allow the City to pursue a new deep well to benefit the water system, City residents, and local businesses without the need for a long-term bond;

NOW, THEREFORE, be it hereby resolved by the Blanding City Council to approve the attached agreement by and between the State of Utah, Department of Environmental Quality, and Drinking Water Board to approve the acceptance of this ARPA grant funding.

ADOPTED AND APPROVED this 13th day of September, 2022.

SIGNED:

Logan J. Monson, Mayor

ATTEST:

David S. Johnson, City Manager/Recorder

September 8, 2022

David Johnson
Blanding City
50 West 100 South
Blanding, Utah 84511

djohnson@blanding-ut.gov

Subject: **ARPA Grant Authorization and Procedures for Committal of Funds;** Blanding City,
System #19001, Loan #3F1897

Dear David Johnson:

The City of Blanding is hereby authorized financial assistance under the American Rescue Plan Act (ARPA). The City (hereinafter called the "Recipient") is authorized an ARPA Grant of \$3,500,000 to drill and equip a new source water well, a new well house, and an arsenic treatment facility (hereinafter called the "Project"). Funds will be deposited into the escrow account mentioned in item 2 after executing the enclosed Recipient Construction Agreement. Please return a copy to Linda Ross at lpross@utah.gov.

If the Project does not proceed according to the project schedule, the Board may withdraw project authorization, so that other projects ready to proceed can obtain necessary funding. **The financial assistance agreement must be executed by December 31, 2024. All authorized funding must be expended, and final reimbursement requests received by December 31, 2026.**

Based on the information presented to the Board, the following sources of funding will be available for the construction of the Project:

Agency	Share	% of Total
Drinking Water Board (ARPA Grant)	\$3,500,000.00	86.0%
Board of Water Resources (Loan)	\$419,884.00	10.3%
Dig Deep (a Non-Profit Corporation)	\$100,000.00	2.5%
US Govt Indian Health Service (Grant)	\$48,000.00	1.2%
Total Project Cost	\$4,067,884.00	100%

As Recipient of this ARPA Grant, you will need to complete the following items before the Board will disburse funds. All documents referenced below will be provided after the listed requirements have been met:

1. The Recipient will register at the System for Award Management website: SAM.gov. Evidence of registration shall be submitted to the Division of Drinking Water.
2. Consistent with requirements of the law, the actual payment of funds by the Board to the Recipient will not take place until the Board has assurance the funds will be used for Project costs and the Project will actually be completed. To assure this, all monies to be expended on the Project, including the Recipient's share shall be placed in an escrow account supervised by the Recipient and the Board. The Recipient will need to select an escrow company and submit a copy of the proposed escrow agreement to the Board for review. In general, the Board will make incremental advances into the account on a monthly or quarterly basis.

Disbursements from the escrow account will be reviewed and approved by the Division of Drinking Water. A Disbursement Request Form must be completed and submitted along with each request. **Disbursement amounts must be authorized in writing by the Recipient and the State prior to any funds being released from the escrow account.**

3. The Recipient's contract with its engineer shall include the cost of developing the plans and specifications and the construction inspection of the Project. The contract shall be submitted to the Division of Drinking Water for review. (This requirement is to assure the Board that adequate and appropriate arrangements are made for completing and inspecting the project within the guidelines set by the Board.)
4. The project engineer shall submit, *in accordance with R309-500*, plans and specifications, bidding documents, and general conditions to the Division of Drinking Water for review *and Plan Approval* prior to soliciting bids on the Project. The engineer shall contact Bernie Clark of the Permitting Section, Division of Drinking Water to arrange for the expeditious review of the plans and specifications. Any changes to approved plans and specifications prior to finalizing the Recipient Agreement must be reviewed and approved by the Division of Drinking Water. These funds cannot be disbursed until after the bid opening *has occurred and a copy of the bid tabulation has been reviewed by the Division* to assure that sufficient funds are authorized to complete the Project. If substantial changes in the Project are required, they must be considered by the Board for committal of additional funds.
5. Rights-of-way and easements for construction, and operation and maintenance of the Project shall be acquired. The Recipient, through its engineer, shall furnish its attorney a right-of-way map showing the location of all sources, buildings, structures, pipelines, and other pertinent facilities not only in the Project but for the entire water system. This map will be signed by the engineer and presiding officer of the Recipient and a copy provided to the Recipient's attorney as a basis for the certification described below.
6. The Recipient's attorney shall certify the following items in writing to the Board:
 - a. The Recipient is a legal entity.

- b. The Recipient has valid legal title to the rights-of-way both for the project to be constructed and the remainder of the existing water system.
 - c. The Recipient has established the ownership of water rights to any and all water used in the system and such rights are summarized with associated water right numbers.
 - d. The contract documents for the construction of the Project have the proper and legal format and are in compliance with the Utah Code Annotated 1953 (including, but not limited to Title 34, Chapter 30).
 - e. After the completed and executed construction contract, along with the performance and payment bonds and evidence of necessary insurance, has been reviewed by the Recipient's attorney, the Recipient's attorney shall furnish to the Board his legal opinion that all of such items are legal and binding and in compliance with the Utah Code.
7. As a condition of this loan, the Board will require the Recipient to complete a Water Conservation Plan. If your system has less than 500 connections, the plan must be submitted to the Division of Drinking Water prior to loan closing. If your system has more than 500 connections, the plan must be submitted to the Division of Water Resources for review and approval, and the approved plan must be adopted (completing the *Certification of Adoption*) prior to loan closing. If the Recipient has already adopted such a plan, that plan and its certification of adoption may be submitted to the Division of Drinking Water for verification.
8. In compliance with Utah Code Annotated 9-8-404 and 36 CFR 800.3(g), the project engineer shall submit a report to the Division of Drinking Water that summarizes information about the presence of and potential impacts to cultural resources in the area of potential effects. The report can be submitted using the Utah SHPO Short Cultural Resources Inventory Report Form.

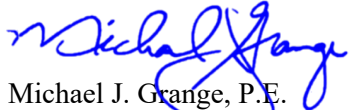
To facilitate the timely completion of the financial assistance requirements outlined in this letter, the Recipient and its attorney and engineer shall submit to the Division of Drinking Water all the items listed above prior to seeking committal of funds from the Board and no later than 30 days before fund disbursement. As much as possible, this information shall apply to the Project in general to allow a single review.

These requirements may not cover all the matters pertaining to the Project. We anticipate that specific questions relating to your Project will arise, and we are confident that a cooperative effort can resolve any issues.

If you have any questions concerning these requirements, please contact me at (801)674-2563 or mgrange@utah.gov.

Sincerely,

DRINKING WATER BOARD



Michael J. Grange, P.E.
Assistant Executive Secretary

Enclosure:

Recipient Agreement
Escrow Agreement

cc: Katie Andrews, Jones and DeMille Engineering, katie.a@jonesanddemille.com
Russell Seeley, DEQ District Engineer, pwright@utah.gov
DDW Finance

Contract #
SRF Loan # 3F1897
Amount: \$3,500,000.00
Recipient: Blanding City
Tax ID # 87-6000875

AMERICAN RESCUE PLAN ACT of 2021

RECIPIENT AGREEMENT
FOR ARPA GRANT ASSISTANCE

STATE OF UTAH

Department of Environmental Quality
Drinking Water Board

This Recipient Agreement (the "Agreement") is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

Blanding City

an applicant for construction funding under the Drinking Water Board provisions contained in R309-705 of the Utah Administrative Code as authorized by Utah Code Title 73, Chapter 10c, (hereinafter the "RECIPIENT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the RECIPIENT, the evidence provided by the RECIPIENT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the RECIPIENT, the following, that:

1. The RECIPIENT is a political subdivision of the State of Utah or a Utah Corporation.
2. The BOARD has determined that construction funding is necessary to complete the proposed Project as described hereafter as Exhibit-1.
3. The RECIPIENT has been authorized by the BOARD pursuant to Section R309-705 of the Utah Administrative Code and as authorized by Utah Code Title 73-10c-4 to receive funding for the project.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following Agreement with the RECIPIENT.

GENERAL PROVISIONS

1. The BOARD shall provide the RECIPIENT the amount of \$ 3,500,000.00 (FUNDING AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The RECIPIENT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. Work must be completed, and final reimbursement requests submitted by **November 30, 2026** or this Agreement may be canceled by written notice from the BOARD to the RECIPIENT. No work completed after receipt of the notice shall be reimbursable.
3. The RECIPIENT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The FUNDING AMOUNT shall be deposited with other funds, including other principal forgiveness or loan monies, necessary to complete the Project into a supervised escrow account at the time this Agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the RECIPIENT and the BOARD. Any unused funds remaining in the escrow account upon completion of the Project, limited to the FUNDING AMOUNT or a pro-rata share, must be returned to the BOARD.
5. The RECIPIENT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The RECIPIENT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this Agreement by the RECIPIENT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The RECIPIENT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

8. RECIPIENT expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of this Agreement, or that are inadequately documented, and for which payment has been made to the RECIPIENT will be immediately refunded to the BOARD by the RECIPIENT upon written demand of the BOARD. The RECIPIENT further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this or other contracts to RECIPIENT until recoupment of overpayment is made.
9. This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the RECIPIENT, not specifically authorized by this Agreement will be allowed by the BOARD.
10. If it is determined that in any manner the construction agreement was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the RECIPIENT shall pay to the BOARD the amount of all monies and benefits received by the RECIPIENT by the BOARD.
11. The RECIPIENT agrees, in accepting the proceeds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund Program (R309-705 of the Utah Administrative Code), the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Utah Code Title 73, Chapter 10c, as amended, the parties hereto mutually agree to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____. This Agreement will take effect upon approval as evidenced by the appropriate signatures.

RECIPIENT

Blanding City
50 West 100 South
Blanding, UT 84511

By: _____
David Johnson
City Manager

By: _____
Kim Palmer
Finance Director

STATE

APPROVED - DRINKING WATER BOARD

By: _____
Michael J. Grange, P.E.
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: _____

JURAT

STATE OF UTAH)
 :SS
COUNTY OF: SAN JUAN)

On this _____ day of _____, 20____, personally appeared before me David Johnson and Kim Palmer, who being by me duly sworn did say they are the duly empowered City Manager and Finance Director, respectfully, of Blanding City, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of said political subdivision by authority of a motion of its governing body passed on the _____ day of _____, 20____, and said persons acknowledged to me that said political subdivision executed the same.

Notary Public, residing at

My Commission Expires:

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Blanding City

**RECIPIENT AGREEMENT
FOR ARPA GRANT ASSISTANCE**

PROJECT DESCRIPTION

Blanding City has requested and been approved for construction funding from the Drinking Water Board. This construction funding is for the cost of a new well, new well house, and arsenic treatment facility for Blanding City. To partially fund this work, the Board authorized construction funding of \$3,500,000.00 to the City.

SCOPE OF WORK

(Please attach a copy of the scope of work)

ESCROW AGREEMENT

Escrow Number: _____

I. SUMMARY

A. Parties to the Agreement:

1. Grantee/Borrower: Blanding City (the "Entity")
 Address: 50 West 100 South
 Blanding, Utah 84511

 Contact: David Johnson Tel. No. (435)678-2791 ext. 3485
 Kim Palmer Tel. No. (435)678-2791 ext. 3483
2. Grantor/Lender: State of Utah Department of Environmental Quality,
 Address: Drinking Water Board (the "State")
 195 North 1950 West
 Salt Lake City, Utah 84116

 Contact: Tim Davis Tel. No. (801) 536-4200
 Michael Grange Tel. No. (801) 536-4200
3. Escrow Agent: Utah State Treasurer (the "Treasurer")
 350 North State Street, Suite 180
 PO Box 142315
 Salt Lake City, Utah 84114-2315

 Contact: Jason Nielsen, Financial Manager Tel. No. (801) 538-1453
 Kathy Wilkey, Financial Analyst Tel. No. (801) 538-1470
 Telefax: (801) 538-1465 Toll free: 800-395-7665

B. Principal Forgiveness Amount:

Amount: \$ 3,500,000.00 (the "Proceeds") to be deposited by the State.

C. Grant Contract:

Contract # _____ / SRF # 3F1897 (the "Instrument")

D. Project Description:

See Exhibit No.1 attached to the Instrument (the "Project")

This Summary is an integral part of the Escrow Agreement

II. AGREEMENT

The undersigned hereby deliver to the Treasurer, the Proceeds and Additional amount(s) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions hereinafter set forth in this Escrow Agreement to which the undersigned hereby agree:

1. For purposes of this Escrow Agreement and this Escrow Agreement only:
 - (a) The Treasurer shall not incur any liability in acting upon any written authorization and request delivered hereunder and believed by the Treasurer to be genuine and to be signed by the proper parties.
 - (b) The Treasurer may consult with legal counsel in the event of any dispute or question as to the construction of the Treasurer's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.
 - (c) The Treasurer shall have a first lien on the moneys held by it hereunder for its compensation and for any costs, liability or expense or counsel fees it may incur.
2. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Treasurer shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Treasurer may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Treasurer shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Treasurer shall be entitled to continue so to refrain and refuse so to act until:
 - (a) The rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; and/or
 - (b) All differences shall have been adjusted by agreement and the Treasurer shall have been notified thereof in writing signed by all of the persons interested.
3. The fees for the usual services of the Treasurer under the terms of this Escrow agreement are set forth in the schedule attached hereto as **Exhibit A**. It is agreed that additional compensation shall be paid to the Treasurer for any additional or extraordinary service it may be requested to render hereunder, and the Treasurer shall be reimbursed for any out-of-pocket expenses (including, without limitation, fees of counsel) reasonably incurred in connection with additional or extraordinary services.

4. The Entity and the State hereby agree that the deposit of the Proceeds shall constitute compliance with applicable deposit and investment provisions of the Instrument.
5. The duties of the Treasurer under the terms of this Escrow Agreement are as follows:
 - (a) The Treasurer shall deposit into a separate fund (the "Escrow Account") Proceeds and any additional amounts to be used in connection with the Project.
 - (b) The Treasurer shall reimburse Entity in amounts authorized in writing by the Entity and the State.
 - (c) Each authorization must be signed by one official from both the Entity and the State and shall be in substantially the form attached as **Exhibit B**. On behalf of the Entity, the written authorization and request shall be signed by any one of the officials of the Entity identified in Section I.A.1. above. On behalf of the State, the written authorization and request shall be signed by any one of the officials of the State identified in Section I.A.2. above. The Treasurer assumes no responsibility for the expenditure of moneys paid out of the Escrow Account pursuant to a written authorization and request properly signed and delivered to the Treasurer as provided herein.
 - (d) If a written authorization and **Exhibit B-3** request indicates that an amount payable to a Provider is to be held for retainage pending completion of the Project or the lapse of time (the "Retained Amount"), the Treasurer shall segregate such amount and shall invest the Retained Amount in an interest-bearing account (the "Separate Account"), the interest on which shall accrue for the benefit of the Provider. The Retained Amount and all accrued interest thereon shall be disbursed by the Treasurer in the same manner as provided in paragraph 5(b) hereof. All fees charged or incurred by the Treasurer relating to the establishment, investment and disbursement of the Separate Account shall be borne solely by the Provider and may be withheld by the Treasurer from the Separate Account prior to the disbursement thereof; provided, however, that if such fees are borne by the Separate Account, and if the interest earned on the Separate Account is less than the amount of such fees, then the fees withheld from such Separate Account shall not exceed the interest earned and the balance of such fees shall be paid by the Entity.
 - (e) The funds deposited by the parties hereto in the Escrow Account and in any Separate Account shall be invested by the Treasurer in the Utah Public Treasurers' Investment Fund established by Section 51-7-5 of the Utah Code. All interest earned on moneys held in the Escrow Account shall be retained therein and disbursed as provided herein.

- (f) The Treasurer shall report at least monthly concerning the receipts, disbursements, and status of the Escrow Account. The reports shall be mailed to the Entity and to the State at their respective addresses as shown in Section I.A. above. Notification of changes of address, if any, shall be in writing and mailed to the parties at their respective addresses as shown in Section I.A. above.
 - (g) This Escrow Agreement will be terminated after payment of the fees and out-of-pocket expenses of the Treasurer, and upon liquidation of the Escrow Account as provided herein. This Escrow Account, upon the earlier to occur of:
 - (i) Upon receipt by the Treasurer of a written authorization and request, signed as provided in paragraph 5(c) hereof, stating that the acquisition, construction, improvement and extension of the Project is complete, that all obligations and costs in connection with the Project which are payable out of the Escrow Account have been paid and discharged, and that the Treasurer is authorized and directed to transfer all moneys in the Escrow Fund to the State as a refund of excess Grant proceeds.
 - (ii) Upon receipt by the Treasurer of a written certificate of the State, signed by the appropriate representatives thereof as identified in paragraph 5(c) hereof, stating that at least 18 months have expired from the date of this Agreement and that all remaining moneys in the Escrow Account are to be transferred to the State as a refund of excess Grant proceeds.
6. This Agreement may be modified or amended only by a written Amendment attached to this Agreement and signed by the parties to this Agreement.

Signatures Follow

DATED this _____ day of _____ 2022.

Entity: BLANDING CITY, UTAH

By:

Title:

Attest and Countersign:

By:

Title:

State: STATE OF UTAH DEPARTMENT
OF ENVIRONMENTAL QUALITY,
DRINKING WATER BOARD

By:

Title:

Accepted:

Utah State Treasurer

By:

Title:

EXHIBIT A

Fees due to State Treasurer as Escrow Agent

Maximum annual fee is 10 basis points (one-tenth of one percent (.001)) applied to the average daily balance in each account. The fee is assessed monthly based on the actual number of days in the month divided by 360 days.

Minimum annual fee is zero.

The Treasurer intends to deduct the administrative fee from gross earnings of each account before crediting earnings to the account(s). The amount of such fees is not reflected on monthly statements to the Entity, and is payable only from gross earnings on the account(s).

Entity shall not be liable to the Treasurer for any other costs or expenses for usual services. Usual services include:

1. Acceptance of funds delivered for deposit.
2. Deposit of funds and issuance of Treasurer's Receipt.
3. Investment of all funds delivered to Treasurer.
4. Credit net interest earnings to designated account(s) on a monthly basis.
5. Reimburse Entity for project costs pursuant to receipt of a written authorization and request properly signed and delivered to the Treasurer.
6. Prepare and deliver to the Entity and the State a monthly accounting showing all deposits, withdrawals, interest credits and rate, ending balance and average balance for each account.

Entity will be liable to the Treasurer for out-of-pocket expenses resulting from any additional or extraordinary service Treasurer is requested to render and reasonably incurs in connection with additional or extraordinary services.