



CITY COUNCIL MEETING AGENDA

Mayor Trevor Olsen

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

January 14, 2025-6-7:00 pm - Work Session

January 14, 2025-7pm City Council Meeting

50 West 100 South Street,
Blanding Utah 84511

Meetings live streamed when available at:

<https://meet.google.com/ymf-jwqo-rjs>

Notice is hereby given that the City Council of Blanding, Utah will hold a Work Session on January 14th, 2025 followed by a Regular Council Meeting at 7:00 pm at the City Office, located at 50 W. 100 S. Street.

Work Session

1. Airport Policies Pg. 4
2. Airport Truck Agreement Pg. 5
3. Inland Port Authority vs RDA

POLICY MEETING

1. Call to Order
2. Roll Call
3. Prayer or Thought
 - a. Anyone in attendance is invited to notify the Mayor prior to the meeting if they would like to offer a prayer or thought
4. Pledge of Allegiance
5. Approval: Consent Agenda and Minutes from December 10, 2024 Work & Regular Session
6. Declaration of Conflicts of Interest

Public Hearing

1. Zoning Change

Public Hearing

2. Subdivision Ordinance

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
 - a. Planning Commission Appointment - Will McFarland
2. City Council
3. Finance Report Pg. 14
 - a. Natural Gas New Price Contract Started
4. Ben Muhlestein Pg. 20
 - a. Economic Development
5. Chief JJ Bradford Pg. 21
 - a. Police Report
6. Trent Herring Pg. 22
 - a. Court Report
7. Chief Spillman Pg. 24
 - a. Fire Report
8. David Palmer Pg. 25
 - a. Parks & Recreations

Business Items

1. **Ordinance** - 2025-1 Adoption the Revision of the Subdivision Ordinance Pg. 27
2. **Ordinance** - 2025-2 Update to Amendment Changes Pg. 60
3. **Ordinance** - 2025-3 Addition of the Technical Review Committee Pg. 63
4. **Ordinance** - 2025-4 Board of Adjustments to the Technical Review Committee Pg. 67
5. **Ordinance** - 2025-5 Joshua Meyer Zoning Change Pg. 72
6. **Resolution** - 01-14-2025-1 Airport Tie Down Fee Policy Pg. 74
7. **Resolution** - 01-14-2025-2 Freedom Fuels Truck Agreement Pg. 77
8. **Resolution** - 01-14-2025-3 Approval of Airport REIL Project Task Order Pg. 82
9. **Resolution** - 01-14-2025-4 Drinking Water State Revolving Fund Agreement Pg. 100

Advice and Consent Items

1. Deployed Utility Customer Discounts - Trent Herring.
2. Pay Plan Update - Trent Herring

Discussion Items

1. CBD Products at the Visitor Center - Ben Muhlestein
2. Reward for Graffiti at 4th Reservoir Restrooms - Trent Herring
3. Building Process Checklist - Trent Herring Pg. 110
4. Conflict of Interest Disclosure for Council - Trent Herring

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.



Attachment A

Blanding City Municipal Airport Policy for Long-Term Aircraft Tie-Down

Purpose:

This policy establishes guidelines for aircraft tied down at the Blanding City Municipal Airport for extended periods, ensuring fair use of airport facilities and proper fee collection.

Policy Details

1. **Monthly Tie-Down Fee:**
 - Aircraft tied down at the Blanding City Municipal Airport will be subject to a fee of **\$10 per month**.
 - The fee will be waived for aircraft that are **currently in annual inspection** and based at the airport.
2. **Eligibility for Waiver:**
 - To qualify for the waiver, owners must provide proof of the aircraft's current annual inspection status to the Fixed Base Operator (FBO), **Freedom Fuels**.
3. **Non-Compliance:**
 - Aircraft owners who do not pay the monthly fee and whose aircraft are not in annual inspection will be subject to the following actions:
 - **Eviction from Tie-Down Spaces:** The aircraft must be removed from the airport premises.
 - **Liens on Aircraft:** The City may place a lien on the aircraft to secure payment for unpaid fees.
4. **Tracking and Enforcement:**
 - The FBO, **Freedom Fuels**, will be responsible for:
 - Maintaining records of tied-down aircraft, including their annual inspection status and payment history.
 - Notifying aircraft owners of overdue payments and potential penalties.
 - Coordinating with the City to enforce evictions and liens if necessary.
5. **Notification Process:**
 - Owners will receive written notice of any overdue fees or non-compliance.
 - A grace period of **30 days** will be provided to resolve outstanding issues before eviction or lien proceedings begin.
6. **Appeals:**
 - Aircraft owners may submit a written appeal to the FBO and City Manager within **10 days of receiving notice** if they believe fees or actions were applied in error.

Implementation:

This policy ensures the Blanding City Municipal Airport remains a well-maintained and financially sustainable facility while encouraging compliance with aviation standards.

For questions or additional information, please contact **Freedom Fuels** or the City Manager's office.



Attachment A

Agreement Between Blanding City and Freedom Fuels

This Agreement is made and entered into on _____, 2025, by and between Blanding City (hereinafter referred to as "the City") and Freedom Fuels (hereinafter referred to as "the FBO"), the Fixed Base Operator at the Blanding City Municipal Airport.

Purpose:

The purpose of this Agreement is to outline the terms and conditions under which the City assigns a vehicle to the FBO for use at the Blanding City Municipal Airport, with the intention of transferring ownership after one year.

Vehicle Assignment

The vehicle assigned under this Agreement is a Blanding City Truck, identified by VIN# 2FTJW35G3PCA16030.

The vehicle is assigned for exclusive use by the FBO to support operations and services at the Blanding City Municipal Airport. The vehicle is to remain at the airport and is not to be used for personal purposes or outside airport-related activities until the one year anniversary of this agreement.

Responsibilities of Freedom Fuels (FBO):

Freedom Fuels agrees to assume full responsibility for the following:

- Maintenance
 - Performing all required maintenance, including regular servicing and repairs, to ensure the vehicle remains in safe and operational condition.
- Fuel
 - Covering all fuel costs associated with the operation of the vehicle.
- Insurance
 - Providing and maintaining adequate insurance coverage for the vehicle. Proof of insurance must be submitted to the City upon request.



- Compliance
 - Ensuring that the vehicle is used in compliance with all applicable laws, regulations, and airport policies.

Ownership Transfer Timeline:

After a period of one year from the effective date of this Agreement, ownership of the vehicle will be transferred to Freedom Fuels at no cost.

Title Transfer:

Upon completion of the one-year period, the City will execute all necessary documentation to transfer the vehicle title to Freedom Fuels. Freedom Fuels will be responsible for any title transfer fees or associated costs.

Responsibilities of Blanding City:**Vehicle Assignment:**

Assigning the vehicle to the FBO in its current condition, without any warranties or guarantees regarding its performance or condition.

Ownership Transfer:

Completing the title transfer to Freedom Fuels after one year, provided the terms of this Agreement have been met.

Term:

This Agreement is effective as of _____, 2025 and will remain in effect until the title transfer is completed.

Termination:

This agreement may be terminated upon a breach only.

Indemnification:



The FBO agrees to indemnify and hold harmless Blanding City from any and all claims, damages, or liabilities arising from the use, maintenance, or operation of the vehicle during the term of this Agreement.

Amendments:

Any amendments to this Agreement must be made in writing and signed by both parties.

Signatures:

For Blanding City:

Name: Trent Herring

Title: Blanding City Manager

Signature: _____

Date: _____

For Freedom Fuels:

Name: _____

Title: _____

Signature: _____

Date: _____





CITY COUNCIL MINUTES

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

December 10, 2024 - 6pm - Work Session
December 10, 2024 - 7pm - City Council Meeting
50 West 100 South Street,
Blanding Utah 84511

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<https://meet.google.com/ymf-jwqo-rjs>

Work Session

1. Community Development Policies - Trent Herring

- The key objective is to make sure that Blanding City, as a taxing entity, has conducted the appropriate analysis from a cost-benefit point of view to show the need for the incentive and that the project as a whole will benefit from the job creation, sales tax, property taxes, utilities, and/or types of revenue that may benefit Blanding City's goals and objectives for economic development.
- The evaluation does not obligate the City in any way, but rather, it provides a gauge to trigger what discussion the City Council is willing to have with developers. Upon an approved agreement by the City Council, the developer agrees to pay all up front costs. Once the final inspection for infrastructure is passed, a reimbursement will be made.
- Mr. Herring hopes to be ahead of the game when legislative changes come down the pipe. He talked about different grants, tax incentives, rebates, subsidizing utility rates for commercial businesses, low cost land leases, fee waivers, start up assistance, neighborhood beautification funds, in kind support, community benefit agreements.
- Mr. Herring spoke about the infill program. They talked about extending credit as opposed to cash or check. They talked about making a contract for the developer. They also talked about the sidewalk participation program. Councilmember Grover asked about doing an incentive percentage based on how much the developer spends. Councilmember Bowers stated that our biggest competitor for building is the county. We have to be better than and make it easier for people to develop in the city as opposed to the county. Mr. Herring stated that we are better, but people just don't know it yet. Mr. Herring stated that we need to make these offers to commercial and residential, blighted property and new builds.

POLICY MEETING

1. Call to Order
2. Roll Call
3. A thought was offered by Nicole Holliday
4. Pledge of Allegiance was recited by all in attendance
5. Approval: Consent Agenda and Minutes from November 26, 2024 Regular Session



Councilmember Taylor made a motion to approve the consent agenda and minutes from November 26, 2024. Councilmember Ewald seconded the motion. Mayor Monson repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye: Councilmember Taylor
Councilmember Nielson
Councilmember Grover
Councilmember Bowers
Councilmember Ewald

Those voting nay: None

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

6. Declaration of Conflicts of Interest - None

Public Input

None

Public Hearing

Councilmember Grover made a motion to go into a public hearing for the interviews for the mayor vacancy. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

Those voting aye: Councilmember Taylor
Councilmember Nielson
Councilmember Grover
Councilmember Bowers
Councilmember Ewald

Those voting nay: None

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

1. Mayor Vacancy

a. Trevor Olsen

- Mr. Olsen gave a background of his history, what he's done, his education, and his past experiences in jobs. He has lived in Blanding most of his life. The council and mayor asked Mr. Olsen a few questions and he answered accordingly.

b. Robert Ogle

- Mr. Ogle thanked the mayor and council for the opportunity to be here. He

spoke briefly about his background. His background is in managing retail stores. He managed multiple stores at one time. The mayor and council asked Mr. Ogle some questions, and he answered accordingly.

- c. Sam Crane
 - Mr. Crane talked about his history and what makes him tick. He is president and CEO of Desert Rivers Credit Union. He manages multiple branches. He owns a few other businesses as well. The mayor and council asked him some questions and he answered accordingly.
 - All the council members cast their votes. All votes were in Trevor Olson’s favor.

Councilmember Taylor made a motion to leave the public hearing for the mayor vacancy. Councilmember Nielson seconded the motion. Mayor Monson repeated the motion and asked for discussion or questions. Hearing none, he called for a vote.

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

Reports

1. Mayor

- Mayor Monson has a UAMPS board meeting next week that he plans on going to.
- The Tree for all went well. The girls high school soccer team ran it and they plan to do it again next year.

2. City Council

- Councilmember Bowers said that she watched an award program on FOX Nation that she thought was awesome and she would love to do something like that. There were awards for patriots, service people, backing the blue, etc. She thought it would be really cool to do in Blanding. She asked about the citizen of the year and if there was a good response to that. Mayor Monson said that usually there is a pretty good response. They haven’t done it for very many years yet.

3. Finance Report/Operational Budget - James Francom

- The check register is included in the packet and he asked if anyone had questions. Councilmember Nielson asked if the 4th of July payment was for this upcoming year. Mr. Herring stated that yes, it is for the band for 2025.
- Mr. Herring stated that we made our last payments to the San Juan Water Conservancy district. Those payments go as far back as 1983 on one and 1997

on the other. So getting them paid off is a big deal.

- They discussed the \$40,000 payment for dispatch. It is a one time yearly payment. It is based on call volume.

4. Economic Development - Ben Muhlstein

- Blanding Businesses - License Renewals are going well. We have had a steady stream since it was opened up in November.
- CBD Products: Bears Ears Farms has reached out to Visitor Center staff for the possibility of selling CBD products at the Visitor Center. Before the Visitor Center makes a decision, we would like the opinion of the Council. They agreed to add it as a discussion item for a January meeting.
- Outdoor Recreation Initiative Blanding City Received \$120,000 for trail study, design and NEPA from the Outdoor Recreation Initiative! We are excited about the project and are looking forward to getting work started in the next month. Much of the work will be done by Jones and Demille Engineering, though they will work with our trails committee to ensure we are getting what will be most beneficial to Blanding.

5. Police Report - Chief JJ Bradford

- Chief Bradford reported that some officers attended the monthly tracking and SERT training meetings.
- Officers spent a lot of time in November assisting the hospital with unruly /combative mental health patients.
- Officers participated in an active shooter drill at San Juan High.
- Two dogs were picked up, seven were returned to owners. One dog gave birth to a litter of puppies while in the pound, and we had a person good enough to take the mother and pups in.
- We've had some mechanical problems with a couple Patrol cars. Failed water pump, battery overheating and swelling and one car shutting down randomly. Officer Palmer got a new car yesterday.
- Councilmember Bowers asked how often locker searches are done at the high school. Chief Bradford said that they do them occasionally. Students don't use lockers much anymore, kids just have backpacks. Officers can't initiate a search like that, it has to be requested by the school.

6. Court Report - Trent Herring

- October Criminal cases: 15 Traffic cases: 72
- November Criminal cases: 12 Traffic cases: 53

7. Parks & Recreation - David Palmer

- Girls Basketball is finished for the year.
- We are working on putting teams together for Boys Basketball. We will be offering 1st & 2nd grade basketball for the first time
- The parks are all winterized but still getting used often.
- The Centennial Park shade structure project is underway as we speak. They

have run into a few problems that have slowed them up. The work at the central park will start this winter.

- The new truck that Clint uses has been great and has saved a lot of time because he has all the tools he needs on hand.

Advice and Consent Items

1. Clock Island UDOT - Charlie Taylor

- Councilmember Taylor reached out to someone with UDOT and asked why in the past we have had a rock structure, tree, clock, etc. and now we can't have things there. He said that those things were likely never approved. He said that the state owns that whole section. It is UDOT's right of way. UDOT doesn't want anything put in the clock island area. Councilmember Taylor has talked to Trent about UDOT abandoning that right of way, so that the city has more control and say about what happens in that space. UDOT doesn't have any funding for beautification. Council gave advice and consent to Mr. Herring to engage with UDOT and see about them giving up that right of way.

2. Amendment Procedure Ordinance

- Mr. Herring said that any zoning change or anything like that falls under the amendment procedure. There is a \$100 fee. The city spent about 30 minutes to get addresses and another 30 minutes to make letters and put them in envelopes and send them out for the current zone change request. Mr. Herring feels like the \$100 fee is sufficient for the work that was put in. The council agrees.

Discussion Items

1. Thank you to Decker Perkins, Alex Trevizo, Clint Black, and Dustin Felstead for Christmas Lights

- Mayor Monson said that the Christmas lights that have been put up takes a lot of work and it makes a big difference. He wanted to thank everyone for all the work that was put in to get that done.

2. Zoning Change for Joshua Meyer - Trent Herring

- There will be a public hearing for this on January 14th. Neighbors within 200 feet of the property are notified of the change and have the opportunity to voice their opinion at the public hearing. He wants to change from R1 to R2.

3. Brownfields Assessment - Trent Herring

- Mr. Herring has a good phone call with them. They talked about doing an assessment at the old sewer lagoons located on 500 S 300 E. They sent Mr. Herring a lot of questions that he will have to look back to the 70s to find the answers. They feel like it will be a good project. There will be two phases to the assessment. The first phase will be remote where they take aerial photos. The second phase will be on site, boots on the ground, taking samples and doing assessments that way. It will be fully covered under grant funding if approved. While they are down here, Mr. Herring wants to pick their brain on other properties as well. It is a 6-7 month process.



Closed Session

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

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

Adjournment

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

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

The meeting adjourned at 8:41pm.

**City of Blanding
Check Register
All Bank Accounts - 12/01/2024 to 12/31/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
BEARS EARS WIRELESS	1780	004035	11/29/2024	12/12/2024	50.00	WATER TREATMENT PLANT	5140280 - TELEPHONE	
PUBLIC EMPLOYEES HEALTH PR	1781	0124117460	11/20/2024	12/12/2024	22,325.13	HEALTH INSURANCE	102226 - HEALTH INSURANCE PAYA	
SJSD TRANSPORTATION	1782	2025-9	11/25/2024	12/12/2024	837.50	Bears Ears Marathon	1050340 - Econ Dev & Visitor Cntr MA	
YAZZIE, VELDA	1783	RFD 553344716	12/04/2024	12/12/2024	11.00	Deposit Refund: 553344716 - YAZZIE, VELDA	532290 - CUSTOMER DEPOSITS	
7-Eleven	1784	20241126-114700	11/26/2024	12/12/2024	6.93	Restitution	102170 - JUSTICE COURT TRUST	
7-Eleven	1784	20241126-114700	11/26/2024	12/12/2024	0.14	Interest on Restitution	102170 - JUSTICE COURT TRUST	
					\$7.07			
APGA SECURITY AND INTEGRITY	1785	20241204	12/04/2024	12/12/2024	395.00	SHRIMP/DIMP Annual Online Access	5440210 - SUBSCRIPTIONS/MEMBER	
BLUE MOUNTAIN HOSPITAL	1786	000212	12/04/2024	12/12/2024	660.98	Computer	1044250 - Admin EQUIPMENT - SUPP	
BRADFORD TIRE	1787	77218	11/15/2024	12/12/2024	326.94	Police vehicle	1052250 - Police EQUIPMENT - SUPP	
EMERY TELCOM	1788	202412-3161000	12/01/2024	12/12/2024	239.85	3161000 Police Station - Visitors Center	1052280 - Police TELEPHONE	
EMERY TELCOM	1788	202412-992200	12/01/2024	12/12/2024	80.07	992200 Fire	1053280 - Fire TELEPHONE	
					\$319.92			
FREEDOM MAILING SERVICES, IN	1789	49232	11/30/2024	12/12/2024	540.80	BILL PROCESSING	5140250 - EQUIPMENT - SUPPLIES &	
Holiday, Monthia	1790	20241126-114700	11/26/2024	12/12/2024	608.00	Bail/Bond Refund	102170 - JUSTICE COURT TRUST	
PELORUS METHODS	1791	250101	12/01/2024	12/12/2024	2,800.00	SOFTWARE CONTRACT	5340310 - PROFESSIONAL/TECHNIC	
SAN JUAN COUNTY LANDFILL OP	1792	563	11/30/2024	12/12/2024	153.32	TRANSFER STATION DUMPING	5740310 - PROFESSIONAL/TECHNIC	
Shearer, Gregory Allen	1793	20241126-114700	11/26/2024	12/12/2024	565.00	Bail/Bond Refund	102170 - JUSTICE COURT TRUST	
SPILLMAN, CARI	1794	20241126-114700	11/26/2024	12/12/2024	500.00	Restitution	102170 - JUSTICE COURT TRUST	
SPILLMAN, CARI	1794	20241126-114700	11/26/2024	12/12/2024	85.33	Interest on Restitution	102170 - JUSTICE COURT TRUST	
					\$585.33			
SWIRE COCA-COLA USA	1795	44166257032	11/07/2024	12/12/2024	356.75	VENDING	1066330 - Wellness Center VENDING	
UTAH HIGHWAY PATROL	1796	25H0000328	11/20/2024	12/12/2024	1,040.00	Bears Ears Marathon	1050340 - Econ Dev & Visitor Cntr MA	
UTAH STATE TREASURER	1797	20241204-1902	12/04/2024	12/12/2024	8,634.84	NOV COURT REPORT	103510 - JUSTICE COURT REVENUE	
Yellowman, Sabian Thomas	1798	20241126-114700	11/26/2024	12/12/2024	70.00	Bail/Bond Refund	102170 - JUSTICE COURT TRUST	
ASPLUNDH - TREE EXPERT CO.	1799	82z39024	12/13/2024	12/19/2024	28,200.00	TREE TRIMMING	5340310 - PROFESSIONAL/TECHNIC	
BLANDING ARTS & EVENTS CENT	1800	2024-AE-1211	12/16/2024	12/19/2024	407.00	Blanding City Christmas Party	5340150 - EMPLOYEE MORALE	
BLUEGLOBES, LLC	1801	BDG-63305	12/05/2024	12/19/2024	328.29	AIRPORT	1046250 - Airport EQUIPMENT - SUPP	
BLUEGLOBES, LLC	1801	BDG-63307	12/06/2024	12/19/2024	243.08	AIRPORT	1046250 - Airport EQUIPMENT - SUPP	
					\$571.37			
EMERY TELCOM	1802	20241201-46010	12/01/2024	12/19/2024	228.14	4601000 Wellness Center	1066270 - Wellness Center UTILITIES	
LEXIPOL LLC	1803	INVPRA1124559	12/01/2024	12/19/2024	671.94	POLICE	1052310 - Police PROFESSIONAL/TE	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	-42.85	800 E Dairy Rd	5140270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	9.85	9000 S Highway 191	5740270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	9.86	600 N Shirtail Rd	1046270 - Airport UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	33.11	250 W Freedom Way	1046270 - Airport UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	44.98	1080 S Highway 191	5240270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	100.20	300 W S Highway 191	1046270 - Airport UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	140.24	ABT 1727 S Around the World Rd	5140270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	201.25	1090 S Highway 191	5240270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	238.86	2000 N Gravel Pit Hill	5140270 - UTILITIES	
ROCKY MOUNTAIN POWER	1804	20241205-0012	12/05/2024	12/19/2024	301.26	ABT 1500 E Browns Canyon Rd	5140270 - UTILITIES	
					\$1,036.76			

**City of Blanding
Check Register
All Bank Accounts - 12/01/2024 to 12/31/2024**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
ULTIMATE TRAINING MUNITIONS,	1805	219250	12/10/2024	12/19/2024	897.75	POLICE-35936	1052310 - Police PROFESSIONAL/TE	
ASCAP	1806	20241220	12/20/2024	12/30/2024	445.00	Music Royalty Fees	1050320 - Econ Dev & Visitor Cntr 4TH	
CHILD SUPPORT SERVICES	1807	PR122024-4358	12/27/2024	12/30/2024	112.50	CHILD SUPPORT - UT	102227 - CHILD SUPPORT PAYABLE	
PUBLIC EMPLOYEES HEALTH PR	1808	0124124516	12/20/2024	12/30/2024	24,326.79	HEALTH INSURANCE	102226 - HEALTH INSURANCE PAYA	
FRANCOM FABRICATION	ACH.12122407	1340	12/02/2024	12/12/2024	43,582.96	Shade Pavillion	4040740 - CAPITAL OUTLAY	
MONSEN ENGINEERING LLC	ACH.12122407	PM-INV033276	11/27/2024	12/12/2024	64.00	PAINT	5440250 - EQUIPMENT - SUPPLIES &	
MOUNTAINLAND SUPPLY, LLC	ACH.12122407	S106569475.001	11/06/2024	12/12/2024	242.13	WATER	5140250 - EQUIPMENT - SUPPLIES &	
MOUNTAINLAND SUPPLY, LLC	ACH.12122407	S106598806.001	11/19/2024	12/12/2024	259.34	WATER	5140250 - EQUIPMENT - SUPPLIES &	
MOUNTAINLAND SUPPLY, LLC	ACH.12122407	S106616588.001	11/19/2024	12/12/2024	1,653.33	WATER	5140250 - EQUIPMENT - SUPPLIES &	
MOUNTAINLAND SUPPLY, LLC	ACH.12122407	S106629492.001	11/25/2024	12/12/2024	10.04	WATER	5140250 - EQUIPMENT - SUPPLIES &	
MOUNTAINLAND SUPPLY, LLC	ACH.12122407	S106629572.001	11/25/2024	12/12/2024	713.11	WATER	5140250 - EQUIPMENT - SUPPLIES &	
					\$2,877.95			
MOUNTAIN STATES PIPE & SUPPL	ACH.12122407	INV31396	12/02/2024	12/12/2024	80.57	SUPPLIES	5440250 - EQUIPMENT - SUPPLIES &	
PACIFICORP-MAINT	ACH.12122407	CR217591	11/20/2024	12/12/2024	64,581.65	10001656	5340250 - EQUIPMENT - SUPPLIES &	
PACKARD WHOLESALE CO	ACH.12122407	3021258	11/06/2024	12/12/2024	58.79	Wellness Center Vending	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3021258	11/06/2024	12/12/2024	307.66	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3021279	11/06/2024	12/12/2024	114.87	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3021690	11/06/2024	12/12/2024	112.72	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3021693	11/13/2024	12/12/2024	53.83	Wellness Center Vending	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3021693	11/13/2024	12/12/2024	161.25	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3022079	11/20/2024	12/12/2024	78.60	Wellness Center Vending	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3022079	11/20/2024	12/12/2024	85.41	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
PACKARD WHOLESALE CO	ACH.12122407	3022503	11/26/2024	12/12/2024	273.50	Wellness Center Cleaning	1066250 - Wellness Center EQUIPME	
					\$1,246.63			
XEROX CORPORATION	ACH.12122407	022577809	12/01/2024	12/12/2024	23.54	COPIES	5340250 - EQUIPMENT - SUPPLIES &	
CANYONLANDS TIRE CO	ACH.12122407	S56873	10/15/2024	12/12/2024	145.99	535653EX POLICE	1052250 - Police EQUIPMENT - SUPP	
CANYONLANDS TIRE CO	ACH.12122407	S681	10/29/2024	12/12/2024	134.99	534566EX - Trevor Palmer	1060250 - Streets EQUIPMENT - SUP	
					\$280.98			
MOTOR PARTS	ACH.12122407	876822	11/06/2024	12/12/2024	119.99	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	876827	11/06/2024	12/12/2024	39.96	POLICE	1052250 - Police EQUIPMENT - SUPP	
MOTOR PARTS	ACH.12122407	876838	11/06/2024	12/12/2024	14.56	GAS	5440250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	876929	11/07/2024	12/12/2024	52.92	GAS	5440250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	876942	11/07/2024	12/12/2024	19.98	GAS	5440250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	876980	11/07/2024	12/12/2024	12.99	GAS	5440250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	877224	11/12/2024	12/12/2024	5.87	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877337	11/13/2024	12/12/2024	24.49	STREETS	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877343	11/14/2024	12/12/2024	43.98	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	877365	11/13/2024	12/12/2024	19.99	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877372	11/13/2024	12/12/2024	50.99	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877374	11/13/2024	12/12/2024	88.99	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877375	11/13/2024	12/12/2024	8.99	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877616	11/18/2024	12/12/2024	119.99	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	877699	11/18/2024	12/12/2024	21.99	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	877724	11/19/2024	12/12/2024	14.99	GAS	5440250 - EQUIPMENT - SUPPLIES &	
MOTOR PARTS	ACH.12122407	877787	11/19/2024	12/12/2024	190.99	SHOP SUPPLIES	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	877795	11/20/2024	12/12/2024	279.99	CHRISTMAS	1044150 - Admin EMPLOYEE MORAL	
MOTOR PARTS	ACH.12122407	877796	11/20/2024	12/12/2024	-222.00	CHRISTMAS	1044150 - Admin EMPLOYEE MORAL	
MOTOR PARTS	ACH.12122407	878203	11/26/2024	12/12/2024	17.49	PARKS	1065250 - ParksRec EQUIPMENT - SU	
MOTOR PARTS	ACH.12122407	878210	11/26/2024	12/12/2024	23.65	STREETS	1060250 - Streets EQUIPMENT - SUP	
MOTOR PARTS	ACH.12122407	878238	11/27/2024	12/12/2024	33.98	PARKS	1065250 - ParksRec EQUIPMENT - SU	
					\$984.77			

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STAPLES	ACH.12122407	6017019120	11/15/2024	12/12/2024	49.04	Visitor Center	1050240 - Econ Dev & Visitor Cntr OFF	
CHEMTECH-FORD LABORATORIE	ACH.12122407	24K1541	12/03/2024	12/12/2024	920.00	WATER TESTING	5140250 - EQUIPMENT - SUPPLIES &	
SJR Media	ACH.12122407	165236	11/20/2024	12/12/2024	99.40	LEGAL NOTICES	1044220 - Admin PUBLIC NOTICES	
STATE BANK OF SOUTHERN UTA	ACH.12122407	6 - 2018 Storm W	12/05/2024	12/12/2024	3,499.75	Interest - 2018 Storm Water Refunding	5540900 - INTEREST EXPENSE	
PREMIER VEHICLE INSTALLATION	ACH.12122407	45925	11/23/2024	12/12/2024	100.00	Patrol Car	1052250 - Police EQUIPMENT - SUPP	
US DEPT OF THE INTERIOR BLM	ACH.12122407	2025008274	11/21/2024	12/12/2024	3,263.08	Right of Way	1048310 - P&Z PROFESSIONAL/TEC	
COUNTRY COMFORT LLC	ACH.12122407	9164	11/27/2024	12/12/2024	90.00	Parks	1065250 - ParksRec EQUIPMENT - SU	
COUNTRY COMFORT LLC	ACH.12122407	9193	11/27/2024	12/12/2024	90.00	Parks	1065250 - ParksRec EQUIPMENT - SU	
COUNTRY COMFORT LLC	ACH.12122407	9194	11/27/2024	12/12/2024	90.00	Pickleball Courts	1065250 - ParksRec EQUIPMENT - SU	
					\$270.00			
THE LAW OFFICES OF STEPHEN	ACH.12122407	7438	12/01/2024	12/12/2024	3,500.00	PROSECUTION SERVICES	1042310 - Court PROFESSIONAL/TEC	
SMITH, GINA	ACH.12122407	RFD 553343949.	11/26/2024	12/12/2024	67.36	Deposit Refund: 553343949 - SMITH, GINA	532290 - CUSTOMER DEPOSITS	
GOTO COMMUNICATIONS	ACH.12122407	IN7103432430	12/01/2024	12/12/2024	497.53	PHONE SERVICE	1044280 - Admin TELEPHONE	
QUALITY AUTO REPAIR & TOWIN	ACH.12122407	7058	11/15/2024	12/12/2024	2,048.83	Police Vehicle	1052250 - Police EQUIPMENT - SUPP	
FOUR CORNERS WELDING & GAS	ACH.12122407	GR00192563	11/30/2024	12/12/2024	14.50	OXYGEN/ACETYLENE	1060250 - Streets EQUIPMENT - SUP	
TANTALUS SYSTEMS INC	ACH.12122407	AM2025-193	11/30/2024	12/12/2024	20,449.00	AMI METER SYSTEM	511601 - CONSTRUCTION IN PROGR	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-267194	11/11/2024	12/12/2024	30.00	PARKS	1065260 - ParksRec BUILDINGS - SU	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-267298	11/12/2024	12/12/2024	6.42	PARKS	1065260 - ParksRec BUILDINGS - SU	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-267366	11/12/2024	12/12/2024	41.43	GAS	5440250 - EQUIPMENT - SUPPLIES &	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-267989	11/20/2024	12/12/2024	158.44	PARKS	1065260 - ParksRec BUILDINGS - SU	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-268005	11/20/2024	12/12/2024	18.18	PARKS	1065260 - ParksRec BUILDINGS - SU	
SAN JUAN BUILDING SUPPLY	ACH.12122416	2411-268526	11/27/2024	12/12/2024	17.94	CHRISTMAS	1044150 - Admin EMPLOYEE MORAL	
					\$272.41			
BRADFORD, JJ	ACH.12122416	20241209	12/09/2024	12/12/2024	406.02	Travel Reimbursement	1052230 - Police TRAVEL/EDUCATIO	
CANYONLANDS TIRE CO	ACH.12122416	110173425	11/02/2024	12/12/2024	79.66	fuel	5340250 - EQUIPMENT - SUPPLIES &	
CANYONLANDS TIRE CO	ACH.12122416	S544	11/14/2024	12/12/2024	204.95	41286EX REC	1065250 - ParksRec EQUIPMENT - SU	
CANYONLANDS TIRE CO	ACH.12122416	S552	11/15/2024	12/12/2024	20.00	524755EX	1052250 - Police EQUIPMENT - SUPP	
CANYONLANDS TIRE CO	ACH.12122416	S553	11/15/2024	12/12/2024	800.99	502833EX POLICE	1052250 - Police EQUIPMENT - SUPP	
					\$1,105.60			
HOLLIDAY CONSTRUCTION INC	ACH.12122416	14908	11/19/2024	12/12/2024	4,786.32	Sidewalk Participation	4040747 - ROADS	
SJR Media	ACH.12122416	165258	11/27/2024	12/12/2024	140.70	LEGAL NOTICES	1044220 - Admin PUBLIC NOTICES	
CAL DEAN BLACK - CUSTOM CAT	ACH.12122416	2024-63	12/11/2024	12/12/2024	2,860.00	Catered Employee Party	1044150 - Admin EMPLOYEE MORAL	
REDD'S ACE HARDWARE	ACH.12122416	905899	11/04/2024	12/12/2024	11.68	JUSTICE COURT	1042250 - Court EQUIPMENT - SUPPL	
REDD'S ACE HARDWARE	ACH.12122416	905915	11/04/2024	12/12/2024	99.00	PARKS	1065250 - ParksRec EQUIPMENT - SU	
REDD'S ACE HARDWARE	ACH.12122416	905987	11/05/2024	12/12/2024	5.93	WATER	5140250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906050	11/06/2024	12/12/2024	17.99	ADMIN	1044240 - Admin OFFICE EXPENSE &	
REDD'S ACE HARDWARE	ACH.12122416	906082	11/06/2024	12/12/2024	194.29	WELLNESS CENTER	1066250 - Wellness Center EQUIPME	
REDD'S ACE HARDWARE	ACH.12122416	906300	11/12/2024	12/12/2024	29.32	PARKS	1065240 - ParksRec OFFICE EXPENS	
REDD'S ACE HARDWARE	ACH.12122416	906311	11/12/2024	12/12/2024	13.82	WATER	5140240 - OFFICE EXPENSE & SUPP	
REDD'S ACE HARDWARE	ACH.12122416	906319	11/12/2024	12/12/2024	25.19	PARKS	1065240 - ParksRec OFFICE EXPENS	
REDD'S ACE HARDWARE	ACH.12122416	906356	11/13/2024	12/12/2024	890.82	PARKS	1065260 - ParksRec BUILDINGS - SU	
REDD'S ACE HARDWARE	ACH.12122416	906388	11/13/2024	12/12/2024	8.99	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906408	11/13/2024	12/12/2024	9.59	ADMIN	1044240 - Admin OFFICE EXPENSE &	
REDD'S ACE HARDWARE	ACH.12122416	906410	11/13/2024	12/12/2024	13.98	SHOP	1060250 - Streets EQUIPMENT - SUP	
REDD'S ACE HARDWARE	ACH.12122416	906437	11/14/2024	12/12/2024	621.98	CHRISTMAS PARTY	5340150 - EMPLOYEE MORALE	
REDD'S ACE HARDWARE	ACH.12122416	906507	11/15/2024	12/12/2024	83.01	ADMIN	1044240 - Admin OFFICE EXPENSE &	
REDD'S ACE HARDWARE	ACH.12122416	906577	11/18/2024	12/12/2024	13.49	SEWER	5240240 - OFFICE EXPENSE & SUPP	

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REDD'S ACE HARDWARE	ACH.12122416	906583	11/18/2024	12/12/2024	16.19	SEWER	5240240 - OFFICE EXPENSE & SUPP	
REDD'S ACE HARDWARE	ACH.12122416	906584	11/18/2024	12/12/2024	4.39	SEWER	5240240 - OFFICE EXPENSE & SUPP	
REDD'S ACE HARDWARE	ACH.12122416	906596	11/18/2024	12/12/2024	22.12	PARKS	1065250 - ParksRec EQUIPMENT - SU	
REDD'S ACE HARDWARE	ACH.12122416	906639	11/19/2024	12/12/2024	19.77	GAS	5440250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906641	11/19/2024	12/12/2024	21.34	WATER	5140240 - OFFICE EXPENSE & SUPP	
REDD'S ACE HARDWARE	ACH.12122416	906643	11/19/2024	12/12/2024	18.98	WELLNESS CENTER	1066240 - Wellness Center OFFICE E	
REDD'S ACE HARDWARE	ACH.12122416	906658	11/19/2024	12/12/2024	8.63	WATER	5140250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906663	11/19/2024	12/12/2024	19.99	WATER	5140250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906669	11/19/2024	12/12/2024	18.15	WELLNESS CENTER	1066240 - Wellness Center OFFICE E	
REDD'S ACE HARDWARE	ACH.12122416	906672	11/19/2024	12/12/2024	14.76	WELLNESS CENTER	1066240 - Wellness Center OFFICE E	
REDD'S ACE HARDWARE	ACH.12122416	906700	11/20/2024	12/12/2024	562.79	CHRISTMAS LIGHTS	5340150 - EMPLOYEE MORALE	
REDD'S ACE HARDWARE	ACH.12122416	906704	11/20/2024	12/12/2024	12.59	WATER	5140250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906726	11/20/2024	12/12/2024	15.29	WELLNESS CENTER	1066240 - Wellness Center OFFICE E	
REDD'S ACE HARDWARE	ACH.12122416	906735	11/20/2024	12/12/2024	66.76	CHRISTMAS LIGHTS	5340150 - EMPLOYEE MORALE	
REDD'S ACE HARDWARE	ACH.12122416	906815	11/21/2024	12/12/2024	30.70	GAS	5440250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906903	11/25/2024	12/12/2024	7.73	WATER	5140250 - EQUIPMENT - SUPPLIES &	
REDD'S ACE HARDWARE	ACH.12122416	906965	11/26/2024	12/12/2024	89.36	PARKS	1065250 - ParksRec EQUIPMENT - SU	
REDD'S ACE HARDWARE	ACH.12122416	906966	11/26/2024	12/12/2024	23.99	PARKS	1065250 - ParksRec EQUIPMENT - SU	
REDD'S ACE HARDWARE	ACH.12122416	906987	11/26/2024	12/12/2024	37.79	WELLNESS CENTER	1066240 - Wellness Center OFFICE E	
REDD'S ACE HARDWARE	ACH.12122416	K05876	11/04/2024	12/12/2024	6.46	JUSTICE COURT	1042250 - Court EQUIPMENT - SUPPL	
REDD'S ACE HARDWARE	ACH.12122416	K06101	11/07/2024	12/12/2024	14.39	WATER	5140240 - OFFICE EXPENSE & SUPP	
REDD'S ACE HARDWARE	ACH.12122416	K06300	11/12/2024	12/12/2024	-9.45	PARKS	1065240 - ParksRec OFFICE EXPENS	
					\$3,061.80			
DELCO WESTERN	ACH.12122416	INV-01509	11/27/2024	12/12/2024	1,870.00	SEWER	5240250 - EQUIPMENT - SUPPLIES &	
HERRING, TRENT	ACH.12122416	20241205	12/05/2024	12/12/2024	430.00	Travel Reimbursement	1044230 - Admin TRAVEL/EDUCATIO	
TRI-HURST CONSTRUCTION	ACH.12122416	2201-029 PPE2	12/09/2024	12/12/2024	274,016.67	Westwater Deep Well Project	511601 - CONSTRUCTION IN PROGR	
ETJ LAW INC	ACH.12122416	2924	12/10/2024	12/12/2024	600.00	Legal Services	1042310 - Court PROFESSIONAL/TEC	
REDD MECHANICAL	ACH.12192416	4687	11/21/2024	12/19/2024	651.97	VISITOR CENTER	1050260 - Econ Dev & Visitor Cntr BUI	
SUMMIT ENERGY	ACH.12192416	1124BLAN	12/05/2024	12/19/2024	80,985.75	NATURAL GAS PURCHASES	5440255 - NATURAL GAS PURCHASE	
CHEMTECH-FORD LABORATORIE	ACH.12192416	24L0901	12/12/2024	12/19/2024	120.00	WATER TESTING	5140250 - EQUIPMENT - SUPPLIES &	
PREMIER VEHICLE INSTALLATION	ACH.12192416	46004	12/04/2024	12/19/2024	21,505.65	Patrol Car	1052250 - Police EQUIPMENT - SUPP	
RELADYNE WEST LLC	ACH.12192416	1169421-IN	12/12/2024	12/19/2024	730.54	STREETS	1060250 - Streets EQUIPMENT - SUP	
POWER WEST ENGINEERING	ACH.12192416	1889	12/12/2024	12/19/2024	3,830.46	SUPPLIES	5340250 - EQUIPMENT - SUPPLIES &	
QUALITY AUTO REPAIR & TOWIN	ACH.12192416	7158	12/02/2024	12/19/2024	224.95	Police Vehicle	1052250 - Police EQUIPMENT - SUPP	
BLUE MOUNTAIN EXTERMINATIN	ACH.12192416	11208	12/12/2024	12/19/2024	45.00	JUSTICE COURT	1042240 - Court OFFICE EXPENSE &	
BLUE MOUNTAIN EXTERMINATIN	ACH.12192416	11211	12/12/2024	12/19/2024	35.00	CITY OFFICE	1041110 - Council SALARIES AND WA	
BLUE MOUNTAIN EXTERMINATIN	ACH.12192416	11216	12/12/2024	12/19/2024	80.00	WELLNESS CENTER	1041110 - Council SALARIES AND WA	
					\$160.00			
WARD, AMMON	ACH.12302415	001	10/21/2024	12/30/2024	156.00	Court Interpreter	1042310 - Court PROFESSIONAL/TEC	
Melton Law PLLC	ACH.12302415	20241223	12/23/2024	12/30/2024	3,000.00	PUBLIC DEFENDER	1042310 - Court PROFESSIONAL/TEC	
UAMPS	ACH.12302415	20241223	12/23/2024	12/30/2024	126,493.57	ELECTRIC PURCHASES	5340255 - ELECTRIC PURCHASES	
HOLLIDAY CONSTRUCTION INC	ACH.12302415	14937	12/16/2024	12/30/2024	1,173.95	Wellness Center	1066260 - Wellness Center BUILDING	
JONES & DEMILLE ENGINEERING,	ACH.12302415	0136405	12/23/2024	12/30/2024	4,135.00	Deep Well Project	511601 - CONSTRUCTION IN PROGR	
JONES & DEMILLE ENGINEERING,	ACH.12302415	0136406	12/23/2024	12/30/2024	524.00	2023 City Streets Design	4040747 - ROADS	
					\$4,659.00			
COUNTRY COMFORT LLC	ACH.12302415	9255	12/23/2024	12/30/2024	90.00	Parks	1065250 - ParksRec EQUIPMENT - SU	
COUNTRY COMFORT LLC	ACH.12302415	9269	12/23/2024	12/30/2024	90.00	Pickleball Courts	1065250 - ParksRec EQUIPMENT - SU	

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COUNTRY COMFORT LLC	ACH.12302415	9270	12/23/2024	12/30/2024	90.00	Parks	1065250 - ParksRec EQUIPMENT - SU	
					\$270.00			
Utah State Division of Finance - Utah	ACH.12302415	5 - 2020 Parity S	12/26/2024	12/30/2024	12,690.00	Interest - 2020 Parity SW Revenue Bond RE415	5540900 - INTEREST EXPENSE	
Utah State Division of Finance - Utah	ACH.12302415	5 - 2020 Parity S	12/26/2024	12/30/2024	39,000.00	Principal - 2020 Parity SW Revenue Bond RE415	552512.2 - 2020 Parity SW Revenue B	
					\$51,690.00			
CORE & MAIN	ACH.12302415	W197839	12/20/2024	12/30/2024	2,329.60	WATER	5140250 - EQUIPMENT - SUPPLIES &	
Aflac	EFT	132270	12/15/2024	12/15/2024	1,080.90	HEALTH INSURANCE	102226 - HEALTH INSURANCE PAYA	
UTAH STATE RETIREMENT	EFT	PR112524-277	11/29/2024	12/02/2024	200.00	Roth IRA - URS	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT	PR112524-277	11/29/2024	12/02/2024	1,012.87	Retirement Loan	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT	PR112524-277	11/29/2024	12/02/2024	6,036.30	401k	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT	PR112524-277	11/29/2024	12/02/2024	24,642.17	Retirement	102225 - RETIREMENT PAYABLE	
UTAH STATE TAX COMMISSION	EFT	20241130	11/30/2024	12/05/2024	-183.66	SALES & USE TAX	532300 - SALES TAX PAYABLE	
UTAH STATE TAX COMMISSION	EFT	20241130	11/30/2024	12/05/2024	809.93	SALES & USE TAX	102300 - SALES TAX PAYABLE	
UTAH STATE TAX COMMISSION	EFT	20241130	11/30/2024	12/05/2024	2,503.74	SALES & USE TAX	542300 - SALES TAX PAYABLE	
UTAH STATE TAX COMMISSION	EFT	20241130	11/30/2024	12/05/2024	6,850.09	SALES & USE TAX	532300 - SALES TAX PAYABLE	
					\$42,952.34			
UTAH LOCAL GOVERNMENTS TR	EFT.121224083	1616900	12/12/2024	12/12/2024	140.00	BENEFITS	102226 - HEALTH INSURANCE PAYA	
UTAH LOCAL GOVERNMENTS TR	EFT.121224083	1616901	12/12/2024	12/12/2024	1,362.81	WORKERS COMP	102224 - WORKERS COMPENSATIO	
					\$1,502.81			
EFTPS	EFT.122724094	PR122024-502	12/19/2024	12/27/2024	279.70	Medicare Tax	102221 - FEDERAL TAX / FICA PAYAB	
EFTPS	EFT.122724094	PR122024-502	12/19/2024	12/27/2024	1,194.80	Social Security Tax	102221 - FEDERAL TAX / FICA PAYAB	
EFTPS	EFT.122724094	PR122024-502	12/27/2024	12/27/2024	4,821.98	Medicare Tax	102221 - FEDERAL TAX / FICA PAYAB	
EFTPS	EFT.122724094	PR122024-502	12/27/2024	12/27/2024	9,346.99	Federal Income Tax	102221 - FEDERAL TAX / FICA PAYAB	
EFTPS	EFT.122724094	PR122024-502	12/27/2024	12/27/2024	20,618.24	Social Security Tax	102221 - FEDERAL TAX / FICA PAYAB	
					\$36,261.71			
HEALTH EQUITY - HSA	EFT.122724094	PR092724-7854	10/01/2024	12/27/2024	300.00	HSA Employee Contribution	102226.1 - HSA PAYABLE	
HEALTH EQUITY - HSA	EFT.122724094	PR092724-7854	10/01/2024	12/27/2024	843.84	HSA - Employer Contribution - Family	102226.1 - HSA PAYABLE	
HEALTH EQUITY - HSA	EFT.122724094	PR122024-7854	12/27/2024	12/27/2024	155.96	HSA - Employer Contribution - Double	102226.1 - HSA PAYABLE	
HEALTH EQUITY - HSA	EFT.122724094	PR122024-7854	12/27/2024	12/27/2024	710.00	HSA Employee Contribution	102226.1 - HSA PAYABLE	
HEALTH EQUITY - HSA	EFT.122724094	PR122024-7854	12/27/2024	12/27/2024	1,265.76	HSA - Employer Contribution - Family	102226.1 - HSA PAYABLE	
					\$3,275.56			
UTAH STATE RETIREMENT	EFT.123024074	PR122024-277	12/27/2024	12/30/2024	100.00	Roth IRA - URS	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT.123024074	PR122024-277	12/27/2024	12/30/2024	1,012.87	Retirement Loan	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT.123024074	PR122024-277	12/27/2024	12/30/2024	6,998.12	401k	102225 - RETIREMENT PAYABLE	
UTAH STATE RETIREMENT	EFT.123024074	PR122024-277	12/27/2024	12/30/2024	22,556.25	Retirement	102225 - RETIREMENT PAYABLE	
					\$30,667.24			
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	20.00	OCL 3RD RESERVOIR PARK	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	21.14	900 S 300 W (REC STORAGE 4 PLEX)	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	21.66	198 E 200 S	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	22.96	260 W 1600 S	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	22.96	OCL BY D SMITH'S FIELDS	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	23.32	120 S MAIN ST	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	23.32	161 S MAIN ST	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	25.73	3030 N RESERVOIR RD	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	26.40	VISITOR CENTER WELL #2	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	26.50	CENTER ST (PALMERS WATER)	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	34.29	N HWY 191 (JOHN IMLAY SEWER PUMP STATIO	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	36.10	TENNIS COURT	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	38.91	141 E 800 S	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	40.31	NATURAL GAS BORDER STATION - EAST	5440270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	45.36	12 N GRAYSON PKWY (PIONEER PARK)	1050270 - Econ Dev & Visitor Cntr UTI	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	46.64	12 N GRAYSON PKWY (WATER)	1050270 - Econ Dev & Visitor Cntr UTI	

**City of Blanding
Check Register
All Bank Accounts - 12/01/2024 to 12/31/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	46.64	200-300 S 100 W (WTR LLEAGUE FIELD)	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	52.34	LLEAGUE BOOSTER PUMP STATION	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	76.87	491 S 650 W	5240270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	85.64	550 S MAIN ST (SOUTH PARK)	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	95.85	MILLION GALLON TANK PUMP STATION 3RD RE	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	96.53	50 W 100 S (JAIL)	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	145.00	1095 S 100 W	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	287.49	153 S 400 W (OLD SHOP)	5440270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	330.56	250 W FREEDOM WAY	1046270 - Airport UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	362.56	900 S 300 W (4 PLEX RESTROOMS)	1065270 - ParksRec UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	385.07	360 W 200 S (FIRE STATION EXPAN)	1053270 - Fire UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	388.19	12 N GRAYSON PKWY	1050270 - Econ Dev & Visitor Cntr UTI	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	482.94	50 W 100 S (OFFICE)	5340270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	502.98	167 E 500 N POLICE STATION	1052270 - Police UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	613.05	360 W 200 S	1053270 - Fire UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	820.62	TREATMENT PLANT 1999 N RESERVOIR RD	5140270 - UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	1,186.74	1013 S 300 W WELLNESS CENTER	1066270 - Wellness Center UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	1,432.36	567 W 550 N (SHOP)	1060270 - Streets UTILITIES	
BLANDING CITY	EFT.123024101	20241225-10165	12/25/2024	12/30/2024	3,020.55	1090 S 100 W	1065270 - ParksRec UTILITIES	
					<u>\$10,887.58</u>			
					<u>\$958,764.57</u>			



CITY COUNCIL MEETING - STAFF REPORT

Author: Ben Muhlestein, EDVS Manager
Department: Economic Development and Visitor Services
Subject: Staff Report
Date: 1/14/25
Type of Item: Report

Blanding Businesses

- License Renewals are going well. Starting on the 15th, we will follow up with any business that has not renewed.

2024 Visitor Center numbers:

2024 was an average year for visitation to the Visitor Center. Total visitation was just under 25,000 for the year with total sales over \$51,000. With both the Olympics and a Presidential Election year this year, both of which tend to decrease traveling, this has been a good year. The Visitor Center continues to provide excellent service. Just in December we had two separate larger donations come through that attest to the great service we are providing.

AlphaMap:

We have joined with the County and Monticello on an agreement with AlphaMap. This new program will allow us to use several useful tools for Economic Development. We can track visitor trends in town, including event attendance, visitors to businesses and more. The data provided will help the City as we look to attract businesses to come to Blanding, apply for grants, and overall increase our economic outlook.

Grants Update:

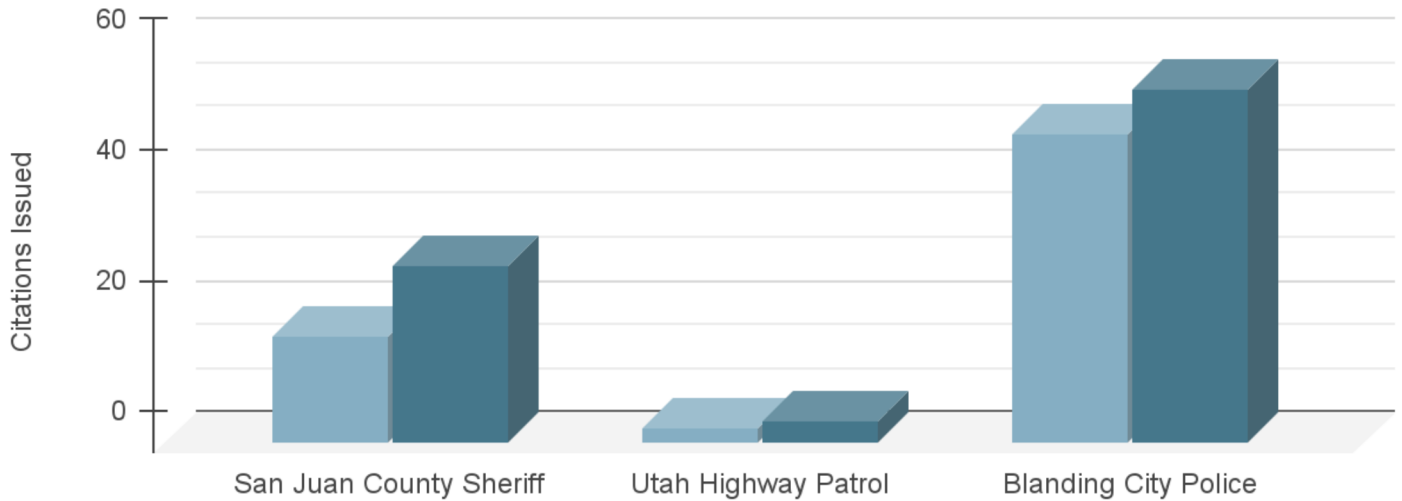
Rural County Opportunities Grant

Blanding City Received \$172,800 for feasibility and design of the Natural Gas Pipeline extension to Energy Fuels. Jones and Demille Engineering will be completing most of the work with a few sub-contractors. We have already submitted for 90% of the funds and will get the project moving forward soon. As has been mentioned in other meetings, this project has a high rate of return for Blanding City and Energy Fuels once completed. It will also allow for many outside of city limits to connect to Natural Gas in the years to come.

December 2024 Police Department Statistics					
Incidents by type			2024 VS 2023		
911 Hang Up	4	2024 Total Arrests/Charges	31 with 6 warrants		
911 Open Line	3	2024 Total Citations Issued:	63 with 87 violations		
Abandoned Vehicle	1	2024 Total Incidents:	80		
Traffic Accident PD	5				
Accident Unknown	1	2023 Total Arrests/Charges	40 with 1 warrant		
Agency Assist	1	2023 Total Citations Issued:	91 with 107 violations		
Animal Problem	1	2023 Total Incidents:	75		
Burglary Alarm	1				
Child Sex Abuse	2	Trainings: Officers did tracking and SERT training.			
Death	1				
Disorderly Conduct	1				
Disturbance	2				
Domestic Disturbance	6	Statistics by Officer			
DUI Arrest	2	<u>Chief JJ Bradford</u>			
Duplicate Incident	1	Arrest/Charges	---		
Overdose/Posioning	2	Citations:	2 with 2 violations		
Mental/Suicidal	1	Incidents:	12		
Unconscious Fainting	1				
Outside Fire	1	<u>Sgt. Jared Hillhouse</u>			
Found Property	1	Arrest/Charges	6		
Funeral Escort	2	Citations:	18 with 21 violations		
Harassment	2	Incidents:	15		
Hit and Run Accident PD	3				
Juvenile Problem	2	<u>Officer Trey McDonald</u>			
Keep the Peace	1	Arrest/Charges	4 with 3 warrants		
Medical Alarm	1	Citations:	16 with 25 violations		
Meet Complainant	1	Incidents:	11		
Mental Subject	1				
Officer Report	1	<u>Officer Cole Palmer</u>			
Panic/Duress Alarm	1	Arrest/Charges	2		
Phone Call	1	Citations:	9 with 10 violations		
Protective Order Violation	2	Incidents:	5		
Property Damage, Non Vandal	1				
Reckless Driver	1	<u>Officer Tell Stewart</u>			
Record Check	1	Arrest/Charges	10 with 3 warrants		
Runaway Juvenile	1	Citations:	7 with 10 violations		
Search Warrant	1	Incidents:	26		
Suspicious Person/Circumstance	3				
Telephone Harassment	1	<u>Officer Dylan Blake</u>			
Theft	3	Arrest/Charges	9		
Threats	1	Citations:	11 with 19 violations		
Traffic Stop	3	Incidents:	11		
Vandalism	1	Dog incidents: 2 animals calls. 0 dogs picked up. 1 dog held for the county.			
Walkaway	2				
Weapon Offense	1				
Welfare Check	3				
Total	80				

Filing and Disposition by Prosecutor Report for ALL LEAS

Nov. 1 - December 31, 2024



** This information does not include cases that have been filed by the prosecutor via information.*

■ November 2024 ■ December 2024

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

*Some cases may have been deleted due to court jurisdiction reasons, ex. Eligible District/Juvenile Court cases, duplicate cases.

SJC Sheriff's Office	Nov - 16	Dec - 27
UHP	Nov - 2	Dec - 3
BPD	Nov - 47	Dec - 54
Total	65	84

SEVENTH JUDICIAL DISTRICT - BL
Filing Summary Report

ALL CASES

Report Period: 12/01/2024 - 12/31/2024

Case Type	Count	Percent
-----	-----	-----
CRIMINAL		
State Felony	0	.00%
Misdemeanor	5	71.43%
Infraction	0	.00%
Not Applicable	0	.00%
Special Matters	0	.00%
Misdemeanor DUI	2	28.57%
TOTAL CRIMINAL	7	8.33%
-----	-----	-----
TRAFFIC		
Deferred Traffic Pro	0	.00%
Parking Citation	0	.00%
Parking Court Case	0	.00%
Traffic Citation	65	84.42%
Traffic Court Case	12	15.58%
TOTAL TRAFFIC	77	91.67%
-----	-----	-----
GENERAL CIVIL		
Contempt	0	.00%
Miscellaneous	0	.00%
Small Claim	0	.00%
Small Claims - Govt	0	.00%
Small Claims/Park TP	0	.00%
TOTAL GENERAL CIVIL	0	.00%
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GRAND TOTAL	84	100.00%



CITY COUNCIL MEETING - STAFF REPORT

Author: Corey Spillman Fire Chief
Department: Fire Department
Subject: Report
Date: 01-14-2025
Type of Item: 2024 Summary

Blanding Fire Department Stats:

116 Call Outs

2 - Carbon Monoxide
 8 - Fire alarm activation / Actual incident
 27 - Fire alarm Activation /False call
 16 - Ems Lift assist
 4 - Ems assist CPR
 2 - Agency Assist Structure Fire
 8 - Control Burn/ Outside Fire
 3 - Structure Fire
 11- Car Accidents
 1 - Car Fire
 6 - Electrical / powerline down
 4 - Vehicle Accidents/ Mutual aid
 1 - gas leak
 1 - Citizen assist
 1 - Fire Works Fire
 1 - Stuck Elevator
 20 - Wildland/ brush Fire
 55 - Trainings that totaled 119 hours.

Combined Man hours total 581

We had several Pre-School and Elementary School presentations, helped with several Community Events such as Teddy Bear Clinic, a 911 Tribute Presentation for ARL Middle School, Fall Festival.

The City Fireworks show went pretty well for our first time doing it again in several years with new State Rules and regulations that had to be followed.



CITY COUNCIL MEETING - STAFF REPORT

Author: David Palmer
Department: Recreation Department
Subject: General information on the Parks & Recreation
Date: January 6th 2025
Type of Item: Monthly Information

Background:

Boys Basketball is happening all month long

We are ready to start the first year of 1st & 2nd Grade Basketball

We are starting to take Volleyball registrations

The parks are all winterized but still getting used often, especially the new pickleball courts

The Centennial Park shade structure project is completed except for all the paperwork to wrap it up



January 2025 Recreation Report

	2024 # of participants	2024 Revenue	2025 # of participants	2025 Revenue
Boys Basketball	87	\$4,785.00	108	\$7,020.00
Youth Volleyball	35	\$3,196.00		
T-Ball	61	\$2,745.00		
Girls Machine Pitch	54	\$2,700.00		
Boys Machine Pitch	63	\$3,150.00		
Girls Softball - Totals	64	\$4,480.00		
Boys Baseball -Totals	115	\$8,050.00		
Swim Team	36	\$2,340.00		
Soccer	262	\$14,410.00		
Flag Football	28	\$1,400.00		
Tackle Football	82	\$6,970.00		
Girls Basketball	49	\$2,940.00		
Wellness Center	2024 Annuals	2024 Monthly's	2023 Annuals	2023 Monthly's
December	1,435	104	1,599	84

Recreation:

- Boys Basketball is happening all month long, 1st & 2nd grade basketball will also start for the first time.
- We are now taking registrations for youth volleyball

Grants:

- The construction of the Centennial Park shade structures is complete, we will be finishing all the paperwork this month

Parks:

- The parks are all winterized but still getting used often, especially the new pickleball courts

Wellness Center:

- The pool is closed and winterized for the year
- We had **2,913** recorded "member" visits during December and **423** visits from patrons without a membership. (Adults 268 - Child/Seniors 155)
- Year to date total recorded entries is **49,611**.
- None of the above numbers show all the visits that we have for practices or all the people who attend the games.



ORDINANCE 2025-1

An Ordinance Revising the Subdivision Ordinance of Blanding, Utah

WHEREAS, the Blanding City Council, pursuant to the provisions of §10-3-707 of Utah State Code, as amended, has the authority to revise ordinances of the municipality of a general and permanent character;

WHEREAS, the Blanding City Council has held a Public Hearing and has reviewed the proposed revisions and has made such changes, alterations, modifications, additions, and substitutions as it deems best; and

WHEREAS, the Blanding City Planning Commission has held a public meeting on the proposed revisions and provided a recommendation on the same to the Blanding City Council.

NOW, THEREFORE, BE IT ORDAINED BY BLANDING CITY COUNCIL:

SECTION I: The document titled “Blanding Subdivision Ordinance”, attached as Exhibit ‘A’, is hereby adopted as a replacement for the currently existing document of the City’s ordinances (governing the subdivision of land within the City), subject to any immaterial changes that may occur post-adoption during the codification process. This document shall be accepted in all courts without question as the official subdivision ordinances of the City as enacted by the Blanding City Council.

SECTION II: If any provisions of the City’s code previously adopted are inconsistent herewith, they are hereby repealed.

SECTION III: This ordinance being necessary for the peace, health, and safety of the municipality, shall become effective immediately upon posting.





PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/ City Recorder

VOTE

- Cheryl Bowers _____
- Charlie Taylor _____
- Kellen Nielson _____
- Chris Ewald _____
- Erik Grover _____

On the _____ day of _____, 2025 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Trent Herring, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____



Blanding City Council
(c/o Trent Herring, City Manager, therring@blanding-ut.gov)

January 9, 2025

RE: BLANDING SUBDIVISION UPDATE - SUMMARY OF MAJOR CHANGES

Recent changes to Utah State Code require municipalities to streamline their subdivision processes by establishing clear timelines, defining explicit roles for review authorities, and creating predictable expectations for applicants. We believe that the proposed ordinance update achieves these goals while maintaining the City's ability to ensure quality development.

While the “redlined” version of the ordinance shows extensive changes, many of these reflect reorganization of existing content rather than policy modifications. To support implementation, our team has developed new application packets that align with the updated requirements.

The key substantive changes are grouped below by major theme:

REVISED SUBDIVISION CLASSIFICATIONS

1. Redefined Minor Subdivisions

- *Original*: Limited to three total lots, none larger than one acre (Original §11.1.1).
- *Proposed*: Now defined by:
 - Total area (not more than 1.5 acres total).
 - No requirement for public improvements.
 - No limit on number of lots within the area constraint (§11.1.1).
- Maintains streamlined review process but with clearer standards.
- Retains City participation options for infrastructure in minor subdivisions (§11.5.1(C)).

2. Major Subdivision Classification

- *New clear definition*: Five or more lots AND larger than 1.5 acres (§11.1.1).
- Requires more comprehensive review process including:
 - Enhanced documentation requirements.
 - Technical studies (traffic, water, soils).
 - Detailed improvement plans.
 - Full security requirements (§11.2.2).
- Must use development agreement if over 50 lots (§11.1.5(C)).

JURISDICTIONAL CHANGES

1. Redefined Decision-Making Authority.

- The Planning Commission is now designated as the Land Use Authority for all subdivision applications (§11.1.2(A)).

- Technical Review Committee (TRC) is newly established, consisting of the City Manager, Community Development Director, City Engineer, Economic Development Director, and the Public Works Director (§11.1.1).
- TRC may be delegated certain responsibilities by the Planning Commission, including application completeness review (§11.1.2(A)).
- City Council's role shifts to primarily serving as Appeal Authority, with reduced direct approval authority (§11.1.3).

2. Modified Approval Process.

- *Original:* Required City Council approval for final plats after Planning Commission review (Original §11.2.1(C)(6)).
- *Proposed:* Planning Commission now has authority to approve subdivisions without Council review (§11.1.2(B)).
- Council retains authority for:
 - Hearing appeals of Planning Commission decisions (§11.1.3).
 - Approving development agreements (§11.1.5).
 - Vacating or amending recorded plats (§11.2.7).

PROCESS CHANGES

3. Application Review Structure.

- Eliminates traditional preliminary/final plat two-step process in favor of single review process (§11.2.5(C)).
- Creates a structured four-cycle review system with defined timelines (§11.2.4).
- Adds specific completeness review requirements (§11.2.4(B)).

4. Performance Guarantees.

- *Original:* Required 110% security but was less specific about forms (Original §11.2.1(C)(3)).
- *Proposed:* Provides detailed options for security including:
 - Cash deposits in escrow.
 - Performance bonds.
 - Other securities approved by the City Attorney (§11.5.3(B)).

5. Phasing Requirements.

- Maintains 25-lot maximum per phase.
- Clarifies that 60% of lots (15 lots) must be developed with improvements completed before sales in the next phase (§11.2.4(I)).

NEW REQUIREMENTS

6. Enhanced Infrastructure Planning.

- Adds requirement for improvement plans prepared by a registered civil engineer (§11.5.3).
- Expands utility requirements and specifications (§11.5.2).
- New provisions for partial release of improvement guarantees (§11.5.3(D)).

7. Lot Line Adjustments.

- Adds a new section specifically addressing lot line adjustments (§11.2.9).
- Establishes clear criteria for approval and recording requirements.

8. Public Notice and Input.

- New requirements for notifying affected entities (§11.2.6).
- Adds specific requirements for public hearings on plat vacations (§11.2.7).

9. Environmental and Safety Considerations.

- Removes time limitations for review of subdivisions in geological hazard areas (§11.2.4(D)(1)).
- Adds new requirements for water conveyance facility verification (§11.2.2(C)(2)(e)).

FLEXIBILITY AND ALTERNATIVES

10. Development Agreement Options.

- Creates a new alternative compliance path through development agreements (§11.1.5).
- Requires development agreements for larger subdivisions (over 50 lots).
- Allows agreements to supersede standard requirements except for health and safety matters.

CLARIFIED PROCEDURES & STANDARDS

11. Technical Review Specifications.

- Provides detailed standards for surveyor consultation with utility providers (§11.2.2(C)(5)(d)).
- Establishes specific documentation requirements for agricultural exemptions (§11.1.4).
- Creates clear criteria for accepting alternative forms of security (§11.5.3(B)).

12. Violation Enforcement.

- Expands penalty provisions to explicitly address illegal land transfers (§11.6.3).
- Gives City discretion to void transfers made through illegal subdivisions (§11.6.3).

13. Review Extensions.

- Adds provisions for extending review timelines when:
 - Applicants exceed the 40-day response window (additional 20 days for City review) (§11.2.4(D)(3)).
 - Applications involve geological hazard areas (no time limit) (§11.2.4(D)(1)).
 - Material changes are introduced by applicant (review restart) (§11.2.4(D)(2)).

These changes collectively modernize Blanding's subdivision regulations while maintaining appropriate oversight. The new structure emphasizes technical reviews, predictable processes, and clear expectations for both applicants and City staff. The reorganization and accompanying application materials will make the regulations more user-friendly without sacrificing the City's development standards.

Respectfully,

A handwritten signature in black ink, appearing to read 'MHansen', written in a cursive style.

Mike Hansen, Hansen Planning Group

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11.1 Definitions

11.1.1 Definitions Enumerated

The following terms, as used in this title, shall have the respective meanings hereinafter set forth. Words and phrases not defined here have the meaning expressed elsewhere in City ordinances or, if not defined in this Title, the meaning defined in State code:

AFFECTED ENTITY: A county, municipality, special district, special service district, school district, or interlocal cooperation entity providing services to the subdivision.

CITY: Blanding City, Utah.

CITY COUNCIL: The City Council of Blanding City, Utah.

CITY ENGINEER: City Engineer, Public Works Director, Community Development Director.

COMMON AREA: Property that an Association (as defined in Utah Code Section 57-8a-102) owns, maintains, repairs, or administers.

COUNTY: San Juan County, Utah.

ENGINEER: A professional engineer licensed in the state of Utah who exercised responsible care over the preparation and submission of materials required under this Title.

FACILITY OWNER: In the context of water conveyance, “facility owner” or “owner” means an individual, entity, mutual water company, or unincorporated organization:

- A. Operating a water conveyance facility;
- B. Owning any interest in a water conveyance facility; or
- C. Having a property interest in real property based on the presence of the water conveyance facility located and operating on the real property.

GENERAL PLAN: A broad statement of community goals relating to land and land development and related human and social impacts as identified by community representatives. The General Plan may include information represented by maps, documents, pictures, graphics, and any other material, media or information, whether electronic, or hard copy, which has been approved and/or adopted by ordinance or resolution by the legislative body having jurisdiction.

IMPROVEMENT PLAN: A plan, complete with civil engineering plans, to complete permanent infrastructure on the subdivision that is essential for the public health and safety, that is required for human occupation, or that is required by applicable law in connection with a subdivision application,

and that an applicant must install in accordance with public installation and inspection specifications for public improvements and as a condition of recording a subdivision plat.

IMPROVEMENT WARRANTY: An applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement complies with the City's written standards for design, materials, and workmanship; and will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.

LAND USE APPLICATION: An application required by the City and submitted by a land use applicant to obtain a land use approval; this does not mean an application to enact, amend, or repeal a land use regulation.

LAND USE AUTHORITY: The Blanding City Planning Commission (see section 11.1.2(A)).

LOT LINE ADJUSTMENT: The process of combining two or more lawful existing lots into a fewer number of total lots than existed prior to the boundary line adjustment; or the moving of a boundary line between two or more lots where the total number of lots after the change remains the same.

PERSON: Any individual, corporation, partnership, firm, or association of individuals, however styled or designated.

PLANNING COMMISSION: The Blanding City Planning Commission.

PLANNING DEPARTMENT: City Planner, planning staff, Community Development Director.

PLAT: An instrument subdividing property into lots as depicted on a map or other graphic representation of land that a licensed professional land surveyor makes and prepares in accordance with §10-9a-603 or §57-8-13 of Utah Code, as amended.

REVIEW CYCLE: As used and further defined in Section 11.2.3 of this Title, "review cycle" means the occurrence of:

- A. An applicant's submittal of a complete subdivision application;
- B. The City's review of that subdivision application;
- C. The City's response to that subdivision application; and
- D. The applicant's reply to the City's response that addresses each of the City's required modifications or requests for additional information.

SUBDIVISION, GENERALLY: Any land that is divided, subdivided, or proposed to be divided into two (2) or more lots, parcels, sites, units, plots, or other division of land, for the purpose, whether immediate or future, for offer, sale, lease or development, either on the installment plan or upon any and all other plans, terms and conditions.

A. "Subdivision" includes:

1. The division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument; and
2. Except as provided in subsection C of this definition, divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

B. "Subdivision" does not include:

1. A bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use ordinance;

2. A recorded agreement between owners of adjoining unsubdivided properties adjusting their mutual boundary if:
 - a. No new lot is created; and
 - b. The adjustment does not violate applicable land use ordinances;
 3. A recorded document, executed by the owner of record:
 - a. Revising the legal description of more than one contiguous unsubdivided parcel of property into one legal description encompassing all such parcels of property; or
 - b. Joining a subdivided parcel of property to another parcel of property that has not been subdivided, if the joinder does not violate applicable land use ordinances.
 4. A bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division is in anticipation of future land use approvals on the parcel or parcels does not confer any land use approvals, and has not been approved by the Planning Commission;
 5. A parcel boundary adjustment;
 6. A lot line adjustment;
 7. A joining of one or more lots to a parcel;
 8. A road, street, or highway dedication plat;
 9. A deed of easement for a road, street, or highway purpose; or
 10. Any other division of land authorized by law.
- C. The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a "subdivision" as to the unsubdivided parcel of property, or subject the unsubdivided parcel to the City Subdivision Ordinance.

SUBDIVISION, MAJOR: An actual or proposed subdivision of five (5) lots or more and larger than 1.5 acres. The number of lots means the number of total resulting parcels (e.g. "5-lot" subdivision = five total resulting parcels).

SUBDIVISION, MINOR: A subdivision that requires no public improvements (utility extension, fire hydrants, etc) and that when it is completed it is not larger than 1.5 acres. Minor subdivisions are not limited by number of parcels, only by the total amount of acreage.

STATE ENGINEER'S INVENTORY OF CANALS: The State Engineer's Inventory of Water Conveyance Systems established in Utah Code § 73-5-7.

TECHNICAL REVIEW COMMITTEE (TRC): Land use advisory body appointed by the City composed of the City Manager, Community Development Director, City Engineer, and the Public Works Director.

UNDERGROUND FACILITY: An existing underground pipeline, piping system, or other utility facility used to convey sewage, water, gas, electricity, telecommunications, or other utility service.

WATER CONVEYANCE FACILITY: A ditch, canal, flume, pipeline, or other watercourse used to convey water used for irrigation or storm water drainage and any related easement for the ditch, canal, flume, pipeline or other watercourse.

- A. "Water conveyance facility" does not mean a ditch, canal, flume, pipeline, or other watercourse used to convey water used for culinary or industrial water, or any federal water project facility.

11.1.2 Subdivision Planning Commission Review And Approval Process

- A. The Land Use Authority for subdivision applications is the Planning Commission. For purposes of subdivision applications, the PC shall be responsible for the following but may delegate any responsibility to the Technical Review Committee:
1. Reviewing initial applications to determine whether they are complete and can be accepted. The Technical Review Committee is typically responsible for this requirement.
 2. Rendering land use decisions related to all subdivision applications.
 3. Reviewing all subdivision applications in an impartial manner and according to the standards and deadlines described in this Title. The City Recorder or Clerk at the City Office will accept subdivision applications, petitions, etc., during office hours and ensure they are delivered to the City Planner who will ensure that they are delivered to the Planning Commission.
 4. Holding a public hearing for all subdivision applications (when PC deems necessary).
 5. Providing feedback to applicants on their subdivision applications.
 6. Scheduling and holding a pre-application meeting with potential applicants (when requested).
 7. Keeping application forms and related informational material up to date and publicly accessible and distributing such forms and materials to potential applicants. This task is delegated to City staff by default.
 8. Providing notice to entities and parties as required by this Title. This task is delegated to City staff by default.
 9. Ensuring that landowners and subdivision applicants properly record documents with the County after subdivision approval as required by this City. This task is delegated to City staff by default.
- B. As subdivision application decisions are administrative, not legislative, PC and delegated TRC are authorized to make any land use decision described by this Title without City Council approval.
- C. Except when operating as the Appeal Authority, the City Council shall not require the PC to approve or deny any application for a new subdivision under this Title.

11.1.3 Subdivision Appeals

- A. The Appeal Authority for PC decisions relating to this Title, except where otherwise noted, is the City Council. The Appeal Authority for City Council decisions relating to this Title, except where otherwise noted, is the District Court.
- B. The Appeal Authority shall hear appeals on final decisions made by the Land Use Authorities and shall hear complaints about the conduct of the Land Use Authorities in administering the provisions of this Title.
- C. A party appealing or complaining of the Planning Commission's decision under this Title must exhaust its remedies under this section (by appealing or complaining to the Appeal Authority) before bringing an action against the City in a court of law.
- D. A party who has submitted a subdivision application or petition may appeal or complain to the Appeal Authority under this Title. In such an appeal or complaint, the party may appeal or

complain only regarding the Planning Commission's treatment of that party's own application; a third party may not appeal or complain of the Planning Commission's decisions or conduct.

- E. A party desiring to appeal or complain of the Planning Commission's decisions shall submit to the Appeal Authority the following in writing:
1. A brief explanation of the relief the party is seeking, the reason the party submitted its application or petition, the Planning Commission's decision and treatment of the application or petition, and why the applicant believes the Planning Commission misapplied the provisions of this Title or abused the discretion given it by this Title.
 2. The most recent version of the application or petition the party submitted.
 3. Any supplemental documentation or information that the Appeal Authority requests.
 4. All appeals and complaints must be emailed or mailed to the City Planner using the City Planner's official City address and/or email account listed on the City website.
- F. Appeal Timeline
1. Appeals must be filed within 30 calendar days of the decision.
 2. The Appeal Authority shall:
 - a. Hear the appeal within 45 calendar days of filing.
 - b. Issue a written decision within 30 calendar days after hearing.
 3. Further appeals may be filed with the District Court within 30 days of the Appeal Authority's decision.

11.1.4 Agricultural Exemption

- A. Applications to subdivide agricultural land are exempt from the plat requirements of Section 11.2.2 (but not the other application requirements) if the resulting parcels:
1. Qualify as land in agricultural use under Utah Code §59-2-502;
 2. Meet the minimum size requirement of applicable City land use ordinances; and
 3. Are not used and will not be used for any nonagricultural purpose,
- B. For subdivision applications for which this exception applies, an applicant may submit to the City—in place of a plat—a record of survey map that illustrates the boundaries of the parcels.
- C. If the City approves a subdivision application based on a record of survey map, the applicant shall record the map, signed by the City, with the County Recorder's Office. This shall be done in the same manner as is done for a plat under Section 11.2.4(C).
- D. This exemption applies only while the land remains in agricultural use. If any parcel approved under this exemption ceases to qualify as "land in agricultural use" under Utah Code §59-2-502:
1. The exemption becomes void.
 2. Owner must comply with standard subdivision requirements before:
 - i. Developing the property.
 - ii. Transferring ownership.
 - iii. Changing land use.

11.1.5 Development Agreements

- A. As an alternative to the requirements and processes in this Title, any party may, with the recommendation of the Planning Commission and approval of the City Council, subdivide by entering into a development agreement with the City.
- B. Subdivisions platted in a valid development agreement are exempt from the application requirements and review and approval requirements of this Chapter.
- C. No subdivision application resulting in more than 50 lots is permitted under this Title except through a development agreement.
- D. Clauses in a valid development agreement with the City supersede all conflicting requirements in this Title, except where compliance with the development agreement poses a substantial danger to the health and safety of City residents.

History (Ord. 2008-5, 5-13-2008)

11.2 Subdivision Applications

11.2.1 Pre-Application Meeting

- A. A party intending to submit a subdivision application under this Title may request a pre-application meeting with PC or the TRC for the purpose of reviewing any element of the party's proposed subdivision application. The proposed application need not be complete for purposes of this meeting and may—if the party desires—be limited to a concept plan.
 - 1. If a party requests a pre-application meeting, the City shall schedule the meeting within 15 business days after the request. The meeting shall be scheduled at the earliest convenient opportunity, and, at the option of the party requesting the meeting, shall occur within 20 business days after scheduling.
 - 2. The PC or delegated TRC shall conduct the meeting, provide feedback on materials as requested by the party, and shall provide or have available on the City website the following at the time of the meeting:
 - a. Copies of applicable land use regulations,
 - b. A complete list of standards required for the project, and
 - c. Relevant application checklists.
 - 3. Items which are recommended to be discussed include the following:
 - a. Review and approval process;
 - b. General plan;
 - c. Zoning ordinance;
 - d. Utilities;
 - e. Physical land features;
 - f. Transportation patterns.

11.2.2 Major Subdivision Application Requirements (5 or More Lots and 1.5 Acres or Greater)

- A. The City shall not approve, nor shall a party record, any plat or other creating instrument for a new subdivision unless the party has properly applied under this Title and received approval from the Planning Commission.
- B. The City Recorder or Clerk shall accept subdivision applications and petitions at the City office during office hours and ensure they are delivered to the Technical Review Committee who will review the application for completeness. If they are determined to be complete, the Committee will ensure that they are delivered to the City Planner and the Planning Commission.
- C. To be considered complete, a subdivision application must include at least the following elements. The Technical Review Committee may waive specific requirements of this section on a case-by-case basis if deemed necessary:
 1. **An approved land use application** that describes how the property will be used after it is subdivided.
 - a. If the intended use is permitted by right under City ordinances, the land use application must include citations to the specific ordinance(s) that the applicant believes authorizes the intended use.
 - b. If the intended use is prohibited under City ordinances and requires a variance, the land use application must include an *approved*, City-issued variance authorizing the intended use. Should an applicant seek a variance concurrently with a related subdivision application, the subdivision application shall be considered incomplete until the variance is issued.
 - c. If the intended use will result in development of an open space zone, the applicant must receive special zoning approval, and a permit as required under the Blanding City Zoning Ordinance.
 2. **A plat.** The plat must be accurate and must be drawn to scale, in detail, and in accordance with generally accepted surveying standards and the acceptable filing standards of the County Recorder's Office. The plat must include:
 - a. The proposed subdivision name, which must be distinct from any subdivision name on a plat recorded in the County Recorder's office, and the general location of the subdivision, in bold letters at the top of the sheet.
 - b. The boundaries, course, and dimensions of all proposed parcels.
 - c. The lot or unit reference; block or building reference; street or site address; street name or coordinate address; acreage or square footage for all parcels, units, or lots; and length and width of the blocks and lots intended for sale.
 - d. Every existing right-of-way and recorded easement located within the plat for underground, water, and utility facilities.
 - e. Any known and unrecorded water conveyance facility located within 100 feet of a subdivision plat, entirely or partially.
 - f. Whether any parcel is intended to be used as a street or for any other public use.
 - g. Whether any parcel is reserved or proposed for dedication for a common area or common area and facilities.
 - h. If the subdivision includes a condominium, the requirements found in Utah Code §57-8-13, as amended.

3. **Studies and reports:**
 - a. A traffic study completed by a qualified expert, if one is required by an applicable UDOT Access Management Plan.
 - b. A water report from a qualified expert, regarding flood risks and stormwater needs.
 - c. A soils report from a qualified soils engineer, identifying the types of soils within the proposed subdivision area and identifying any soil constraints on the proposed subdivision.
4. **An improvement plan**, created in accordance with applicable portions of Section 11.5 of this Title, for all public improvements proposed by the applicant or required by City ordinances.
 - a. In addition to the requirements in Section 11.5, the improvement plan must contain an engineer's estimate of the cost of completing the required improvements.
5. **Certifications**, including:
 - a. A Title Report or Title Insurance Policy for the land to be subdivided verifying property ownership.
 - b. A Tax Clearance Certificate from the State indicating that all taxes, interest, and penalties owing on the land have been paid.
 - c. An affidavit from the applicant certifying that the submitted information is true and accurate.
 - d. Certification that the surveyor who prepared the plat:
 - i. Holds a license in accordance with Utah Code 58-22; and
 - ii. Either
 - (A) Has completed a survey of the property described on the plat in accordance with State requirements and has verified all measurements; or
 - (B) Has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; and
 - iii. Has placed monuments as represented on the plat.
 - iv. Has, to the extent possible, consulted with the owner or operator, or a representative designated by the owner or operator, of any existing water conveyance facility located within the proposed subdivision, or of any existing or proposed underground facility or utility facility located within the proposed subdivision, to verify the accuracy of the surveyor's depiction of the:
 - (A) Boundary, course, dimensions, and intended use of the public rights-of-way, a public or private easement, or grants of record;
 - (B) Location of the existing water conveyance facility, or the existing or proposed underground facility or utility facility; and
 - (C) Physical restrictions governing the location of the existing or proposed underground facility or utility facility.

- e. Certification of application approval from the culinary water authority, the sanitary sewer authority, the local health department, the local fire department, and the local public safety answering point.
- 6. **Binding dedication documents**, including:
 - a. As applicable, formal, irrevocable offers for dedication to the public of streets, City uses, utilities, parks, easements, and other spaces, signed by each owner of the land to be subdivided.
 - b. If the plat is to be part of a community association, signed and binding documents conveying to the association all common areas.
- 7. **Other information required:**
 - a. The name, address, and contact information of the landowner(s), applicant, and surveyor/engineer, as applicable.
- 8. An electronic copy of all plans in PDF format, plus an electronic copy of the plat in AutoCAD format.
- 9. Payment of any subdivision-application-processing fees required by the City (see the City's Fee Schedule).
- 10. Any other information the Planning Commission deems necessary to ensure compliance with ordinances and safety.

11.2.3 Minor Subdivision Application Requirements (Up to 1.5 acres)

Applications for a minor subdivision (as defined in 11.1.1) are subject to all of the provisions in 11.2.2, except for the following limited **exceptions**:

- A. **Studies or reports:** None of the items in 11.2.2(C)(3) are required, unless any of the proposed lots are not serviced by the public sewer system. In that case, a report showing percolation rates is required.
- B. **Improvement Plans:** Improvement plans, via 11.2.2 (C)(4) are not required.
- C. **Public Improvements:** Applicants are not required to install public improvements (utility extensions and fire hydrants).
 - 1. When the minor subdivision development is not along an existing paved right of way the City will participate in the cost of street improvements for a minor subdivision contingent upon the following criteria:
 - a. Capital amounts have been approved for asphalt paving by the City Council in the current year's fiscal budget, and budgeted funds have not all been expended.
 - b. Street rights of way existing and approved by the City.
 - c. All City utilities are in place in the street rights of way and are complete including service laterals and tracer wires.
 - d. The subbase and base road construction has been completed to City specifications and the City has approved the road as ready to receive asphalt.
 - e. The street to be improved abuts an existing City street where asphalt paving is existing.

2. A Minor Subdivision Application must include verification regarding utility availability to the subdivision and the subdivider's responsibility regarding the same, as well as the subdivider's responsibilities regarding improvements to the public right of way (i.e., road work, sidewalk, curb, and gutter);
 - a. City utility service laterals in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.
3. A proposed curb and gutter is required if one does not already exist. The City strongly encourages the placement of sidewalk along the property frontage.
 - a. The City will not issue an occupancy permit or allow occupancy without the curb and gutter completed.

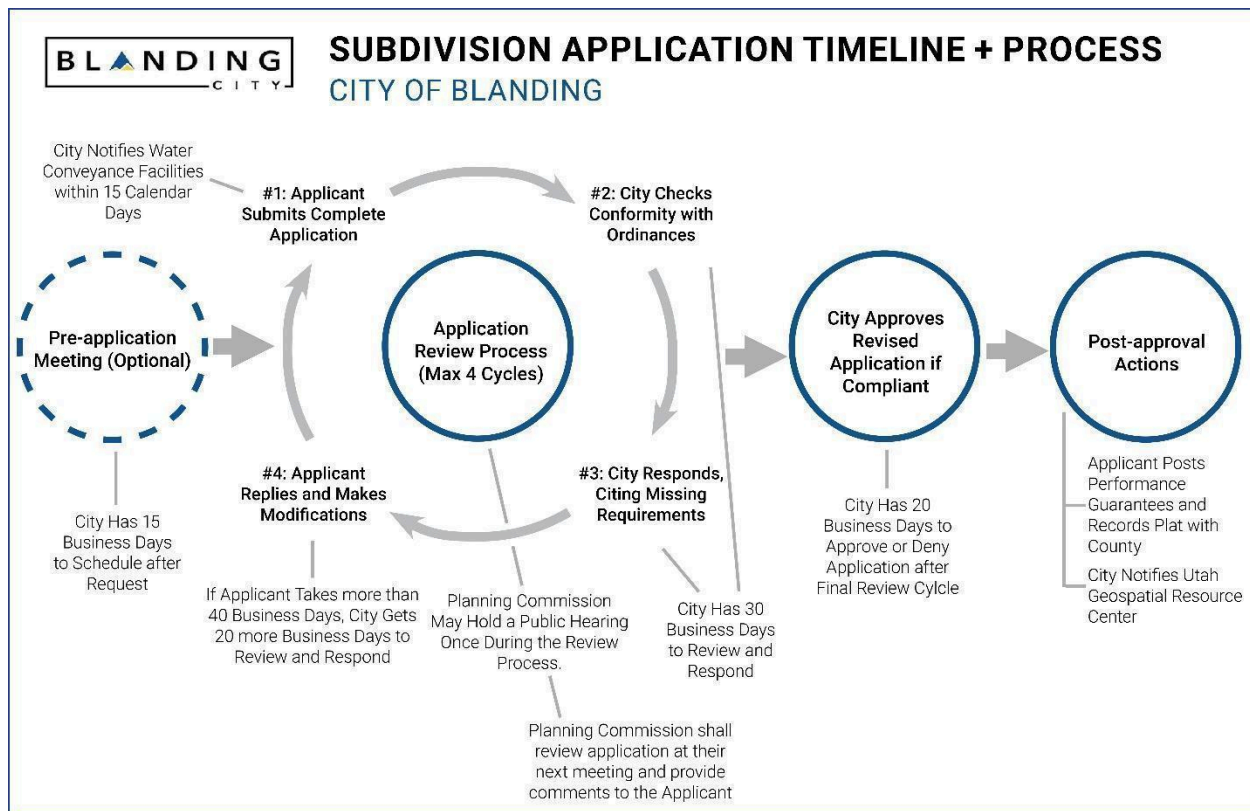
11.2.4 Review of Complete Applications

- A. The Planning Commission shall review all subdivision applications in accordance with the requirements of this Section before approving or denying those applications. A majority vote by the members of the Planning Commission is required to approve a completed subdivision application.
- B. The review process begins when an applicant submits a complete application.
 1. The Planning Commission shall not review an incomplete subdivision application, except in the context of a pre-application meeting.
 2. Initial application submittals will be reviewed by the Technical Review Committee to determine whether the application is complete. If the Technical Review Committee determines that an application is incomplete, it shall notify the applicant of the incompleteness, highlighting and specifically citing any insufficiencies, and explaining that the application will not be reviewed until it is complete.
 3. The review timeline starts when the application is complete.
- C. After the applicant submits a complete application, as defined in section 11.2.2, the Planning Commission shall review and provide feedback to the applicant in a maximum of four “review cycles.”
 1. A review cycle consists of the following phases:
 - a. Phase #1: The applicant submits a complete application (or, if after the first cycle, submits a revised version of the complete application).
 - b. Phase #2: The Planning Commission reviews the application in detail and assesses whether the application conforms to local ordinances.
 - c. Phase #3: The Planning Commission responds to the applicant, citing any missing requirements or areas of noncompliance and providing a detailed list of necessary revisions to the applicant within **30 business days** after the day that the application is submitted. For any required modification or addition to the application or request for more information, the Planning Commission shall be specific and include citations to ordinances, standards, or specifications that require the modification or addition and shall provide the applicant with an index of all requested modifications or additions.
 - d. Phase #4: The applicant revises the application, addressing each comment or requirement the Planning Commission made. The applicant must submit both revised plans and a written explanation in response to the City’s review

comments, identifying and explaining the applicant’s revisions and reasons for declining to make revisions, if any. If the applicant fails to respond to a comment made by the Planning Commission in its review, the review cycle is not complete and will remain open until the applicant addresses all comments.

Table A: Review Cycles and Timelines				
<i>Use Type</i>	<i>Max Review Phases</i>	<i>Max Public Hearings</i>	<i>Applicant Turnaround Deadline**</i>	<i>City Turnaround Deadline*</i>
All Uses	4	1	180 Calendar Days	30 Business Days

**Describes the total time (per review cycle) the City may take to complete both Phase #2 and Phase #3*
*** Describes the total time (per review cycle) the Applicant may take to complete both Phase #2 and Phase #3*



D. The Planning Commission (and other City representatives or agents) shall adhere to the maximum number of review cycles and the review deadlines described in this Section, except as described below. If no further revisions are needed, the Planning Commission may end the review process early and approve or deny the application.

1. This provision notwithstanding, for any subdivision application that affects property within an identified geological hazard area, the City is exempt from limits on the number

- of permitted review cycles and the City's deadlines for reviewing and responding (Phases #2 and #3).
2. If the applicant makes a material change to an application not requested by the City at any point in the review process, the Planning Commission may restart the review process, but only with respect to the portion of the application that the material change substantively affects.
 3. If an applicant takes longer than 40 business days to submit a revised subdivision improvement plan responding to the City's requests for modifications and additions (in Phases #1 and #4), the City shall have an additional 20 business days to review and respond to the revised application (Phases #2 and #3 of the next review cycle or issuing an approval decision).
 4. If an applicant takes longer than 180 calendar days to submit a revised application and respond to the City's requests for modifications and additions (Phases #1 and #4), the application shall, at the option of the Planning Commission, expire. If an application expires, the applicant must restart the subdivision application process and pay the required fees again with their new application.
- E. When an application's review period ends, the Planning Commission shall approve or deny the respective application within 20 business days.
1. If the Planning Commission has not approved or denied the application within 20 business days after the allotted review cycles are complete, the applicant may request a decision. After such a request, the City shall, within 10 business days:
 - a. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Utah Code §10-9a-51(5)(d) to review and approve or deny the revised set of plans; or
 - b. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the designated Appeal Authority.
- F. After the Planning Commission provides comments in the fourth or final review cycle for an application, the City shall not require further modifications or corrections to the application unless those modifications or corrections are necessary to protect public health and safety or to enforce State or federal law or unless the review cycle reset due to the applicant making a material change that the Planning Commission did not request.
1. With the exception of modifications or corrections that are needed to protect public health and safety, that are needed to enforce State or federal law, or that arise from the review cycle being reset, the City waives noncompliant subdivision-related requirements that the Planning Commission does not identify during the review process.
 2. The applicant shall make reasonable changes, unless prohibited otherwise by a contract or deed, to the subdivision application to accommodate the water conveyance facility to the extent required by Utah Code §73-1-15.5.
- G. The Planning Commission may, at its discretion, conduct one public hearing during the review period (including all review cycles) for a subdivision application.
1. The purpose of this public hearing is to ask questions of the applicant and receive commentary on the technical aspects of the application from affected entities, interested parties, and the public.

2. If the Planning Commission elects to hold a public hearing, the hearing must occur before the end of Phase #3 of the last review cycle. Scheduling issues shall not extend the review and approval deadlines in this Title.
- H. Other sections of this Title notwithstanding, the Planning Commission shall approve or deny applications under this Title after reviewing the complete applications as described in this Section.
- I. Phased Subdivisions: In order to help facilitate organized and orderly growth within the scope of the City's ability to oversee development of utilities and general infrastructure, subdivisions of more than twenty-five (25) lots shall be developed and sold in phases. No phase shall include more than twenty-five (25) lots. Each phase must have sixty percent (60%) of the lots (15 lots) developed with the improvements completed/installed prior to sale of lots in the next phase. The developer is responsible for verification of the sixty percent (60%) development prior to additional sales. This requirement shall be strictly enforced.

11.2.5 Approval and Post-Approval Actions

- A. The Planning Commission shall approve any complete applications made under this Title that comply with applicable municipal City ordinances. Health and safety concerns are grounds for an application denial at any point of the review process.
- B. The Planning Commission shall issue all approvals in writing and shall certify the approved plat, either by signing the plat directly or by attaching a signed certification to the plat.
- C. Other chapters of this Title notwithstanding, the Planning Commission shall approve or deny a subdivision application under this Chapter after reviewing a complete subdivision application as described in this Section. This singular application and review process includes the combined elements of traditional “preliminary” and “final” applications, as those terms are used in Utah Code §10-9a-604.2. For purposes of applying Utah Code §10-91-604.1(3)(a) and §10-91-604.1(9)(b), this Chapter describes a “preliminary” review and approval, with “final” approval happening automatically when the plat is recorded.
- D. Upon receiving approval of the application, the applicant shall pay all recording fees and obtain signatures for all required parties. The applicant shall record the approved plat with the County Recorder’s Office within 365 calendar days after the Planning Commission approves the subdivision application, provided that the applicant has completed any improvements or posted any performance guarantee required by City ordinances or described in the approved improvement plan. The applicant shall not record the approved plat until such improvements are completed or guaranteed in compliance with City ordinances and the approved improvement plan.
 - a. An approved plat not properly recorded within the timeline specified in this provision is void unless the Planning Commission approves an extension.
- E. City staff shall submit to the Utah Geospatial Resource Center (so the subdivision can be included in the 911 database), within 30 calendar days after the application is approved, either:
 - a. An electronic copy of the approved plat; or
 - b. Preliminary Geospatial data that depict any new streets and situs addresses proposed for construction within the bounds of the approved plat.

11.2.6 Notice to Affected Entities

- A. Within 15 calendar days after receiving a complete subdivision application under this Title, the City Manager or designee shall provide written notice of the proposed subdivision to the facility owner of any known water conveyance facility located, entirely or partially, within 100 feet of the subdivision plat.
 - 1. To determine whether any water conveyance facility is located within 100 feet of a proposed subdivision, the City Manager or designee shall review information:
 - a. From the facility owner under Utah Code §10-9a-211, using mapping-grade global positioning satellite units or digitized data from the most recent aerial photo available to the facility owner;
 - b. From the State Engineer's Inventory of Canals; or
 - c. From a licensed surveyor who has consulted with a representative of an existing water conveyance facility that services an area near the land the application concerns.
- B. To give water conveyance facilities time to provide feedback on subdivision applications, the Planning Commission shall not approve a subdivision application under this Title sooner than 20 calendar days after the applicant submits a complete application. This waiting period does not apply to revised applications the applicant may submit during the application review process.
 - 1. A water conveyance facility owner's failure to provide comments to the Planning Commission about a subdivision application does not affect or impair the Planning Commission's authority to approve the subdivision application.

11.2.7 Vacating or Changing a Subdivision Plat

- A. **Vacating or Changing a Subdivision Plat**
 - 1. A fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted as provided in this part may file a written petition with the Planning Commission to have some or all of the plat vacated or amended.
 - 2. If a petition is filed under Subsection 11.2.7(A)(1), the City Council shall provide notice of the petition by mail, email, or other effective means to each affected entity that provides a service to an owner of record of the portion of the plat that is being vacated or amended at least 10 calendar days before the City Council may approve the vacation or amendment of the plat.
 - 3. The City Council may also refer the matter to the Planning Commission for a review of the petition and recommendation.
 - 4. If a petition is filed under Subsection 11.2.7(A)(1), the City Council shall hold a public hearing within 45 days after the day on which the petition is filed if:
 - a. Any owner within the plat notifies the municipality of the owner's objection in writing within 10 days of mailed notification; or
 - b. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

5. Unless a local ordinance provides otherwise a public hearing is not required and the City Council may consider at a public meeting an owner's petition to vacate or amend a subdivision plat if:
 - a. The petition seeks to:
 - i. Join two or more of the petitioner fee owner's contiguous lots;
 - ii. Subdivide one or more of the petitioning fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;
 - iii. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join in the petition, regardless of whether the lots or parcels are located in the same subdivision;
 - iv. On a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the local political subdivision; or
 - v. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
 - a. Owned by the petitioner; or
 - b. Designated as a common area; and
 - b. Notice has been given to adjacent property owners in accordance with any applicable local ordinance.
6. Each request to vacate or amend a plat that contains a request to vacate or amend a public street or municipal utility easement is also subject to Utah Code Ann. 10-9a-609.5.
7. Each petition to vacate or amend an entire plat or a portion of a plat shall include:
 - a. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the petition; and
 - b. The signature of each owner described in Subsection 11.2.7(A)(7)(a) who consents to the petition.

B. Exchange of Title

1. The owners of record of adjacent parcels that are described by either a metes and bounds description or by a recorded plat may exchange title to portions of those parcels if the exchange of title is approved by the City Council in accordance with Subsection 11.2.7(B)(2).
2. The City Council shall approve an exchange of title under Subsection 11.2.7(B)(1) if the exchange of title will not result in a violation of any land use ordinance.
3. If an exchange of title is approved:
 - a. A notice of approval shall be recorded in the Office of the County Recorder which:
 - i. Is executed by each owner included in the exchange and by the City Council.
 - ii. Contains an acknowledgment for each party executing the notice in accordance with the provisions of Title 57, Chapter 2a, Recognition of Acknowledgments Act; and

- iii. Recites the descriptions of both the original parcels and the parcels created by the exchange of title; and
 - b. A document of conveyance shall be recorded in the office of the County Recorder.
- 4. A notice of approval recorded under this Subsection does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.

C. Changing the Name of a Subdivision

- 1. The name of a recorded subdivision may be changed by recording an amended plat making that change, as provided in this section and subject to Subsection 11.2.7(C)(3).
- 2. The surveyor preparing the amended plat shall certify that the surveyor:
 - a. Holds a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;
 - b. Has completed a survey of the property described on the plat in accordance with Utah Code Ann 17-23-17, as amended, and has verified all measurements; and
 - c. Has placed monuments as represented on the plat.
- 3. An owner of land may not submit for recording an amended plat that gives the subdivision described in the amended plat the same name as a subdivision in a plat already recorded in the County Recorder's office.
- 4. Except as provided in this Section, the recording of a declaration or other document that purports to change the name of a recorded plat is void.

11.2.8 Grounds for Vacating or Changing a Plat

Within 30 days after the public hearing, the City Council shall consider the petition described in 11.2.7.

- A. The City Council may approve a petition to vacate or change an existing subdivision plat if it finds:
 - 1. Neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment; and
 - 2. There is good cause for the vacation, alteration, or amendment.
- B. The City Council, by ordinance, may vacate, alter, or amend the plat, any portion of the plat, or any street or lot.
- C. The City Council may approve the vacation, alteration, or amendment by ordinance, amended plat, administrative order, or deed containing a stamp or mark indicating approval by the City Council.
- D. The City Council shall ensure that the vacation, alteration, or amendment is recorded in the office of the County Recorder;
- E. An aggrieved party may appeal the City Council's decision to the District Court.

11.2.9 Subdivision Lot Line Adjustment

Applicants, as the owners of record of adjacent parcels that are described by either a metes and bounds description or a recorded plat, may exchange title to portions of the parcels.

- A. The Planning Commission may approve an exchange of title if the following conditions are met:
 - 1. No new dwelling lot or housing unit will result from the exchange of Title;
 - 2. The adjustment does not result in violations of applicable zoning requirements.
- B. If an exchange of title is approved, a notice of approval shall be recorded in the office of the County Recorder by the Planning Commission Administrator. This notice must:
 - 1. Be executed by each owner included in the exchange and the Planning Commission;
 - 2. Contain an acknowledgment for each party executing the notice; and
 - 3. Recite the descriptions of both the original parcels and the parcels created by the exchange of Title.
- C. A notice of approval does not act as a conveyance of title to real property and is not required for the recording of a document purporting to convey title to real property.

11.3 Planning; Zoning

11.3.1 Compliance Required

- A. All subdivisions of land in the City must be in harmony with the purpose and intent of the General Plan. The Planning Commission shall review all proposals and report their findings to the mayor and City Council during the plan review process.
- B. All subdivisions shall comply with all zoning requirements for the zoning district or districts in which the land being subdivided is located.

History (Ord. 2008-5, 5-13-2008)

11.3.2 Blocks

- A. Residential Length: Residential blocks shall not exceed five hundred twenty feet (520') standard as measured from center of the block intersection to the opposite center of the block intersection. Some variation may be allowed subject to topography and other physical land features on a case-by-case basis, subject to being identified in the scoping meeting and approved by the Planning Department, Public Works Department and Planning Commission.
- B. Commercial, Industrial Length: Commercial and industrial blocks shall not exceed one thousand three hundred feet (1,300') in length.
- C. Width: The width of blocks generally shall be sufficient to allow two (2) tiers of lots.
- D. Parking And Delivery Facilities: Blocks intended for commercial or industrial use shall be designed specifically for such purposes with adequate space set aside for off street parking and delivery facilities.

- E. Road Plan: All subdivisions shall follow a grid pattern layout running east and west or north and south and shall be in harmony with a master road plan adopted by the City. Any variation from this will only be allowed subject to unusual physical land features and must meet the approval of the Planning Department, Engineering Department and Planning Commission.

History (Ord. 2008-5, 5-13-2008)

11.3.3 Subdivision Lots Including Minor Subdivisions

- A. The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings and be properly related to topography and other physical land features to provide a quality and sustainable living and work environment, as well as maintain property values.
- B. All lots shown on the subdivision plan must conform to the minimum requirements of the zoning ordinance for the zone in which the subdivision is located.
- C. Each lot shall abut on a street dedicated by the recording of the subdivision or on an existing dedicated public street.
- D. Corner lots shall have extra width sufficient for maintenance of required building setback lines on both streets.
- E. Side lines of lots shall be approximately at right angles or radial to the street line.
- F. All property in a subdivision shall be utilized and/or dedicated to a public or private purpose in harmony with the general plan and this title.
- G. Where the land covered by a subdivision includes two (2) or more parcels in separate ownership and the lot arrangement is such that a property ownership line divides one or more lots, the land in each lot so divided shall be transferred by deed to either single or joint ownership before approval of the plat and such transfer verified by copy of deed or deeds to the Planning Commission or Planning Department.

History (Ord. 2008-5, 5-13-2008)

11.4 Transportation

11.4.1 Applicability

Transportation shall include any and all forms of transportation, including, but not limited to, walking, running, biking, riding, driving, etc. These forms of transportation shall be allowed on all public ways, including, but not limited to, streets, alleyways, paths, open spaces, etc., based on reasonable use of established rules or laws for the route taken, and open to all uses unless restricted at time of acceptance.

History (Ord. 2008-5, 5-13-2008)

11.4.2 Streets

All new streets shall conform to the master street plan and the requirements and definitions below:

- A. Master Street Plan: A plan labeled and/or adopted by the City Council as the master street plan for the City, which includes maps or reports, or both, or such other plan as may be amended from time to time by the City Council.
- B. Major Street: A street, existing or proposed, which serves or is intended to serve as a major trafficway and is designated on the master street plan as a controlled access highway, major street, parkway, or other equivalent term to identify those streets comprising the basic structure of the street plan. (Rights of way from 100 to 400 feet wide.)
- C. Collector Street: A street, existing or proposed, of considerable continuity, which serves or is intended to serve as the principal trafficway between large and separated areas or districts and which is the main means of access to the major street system. (Rights of way from 60 to 100 feet wide.)
- D. Minor Street: A street, existing or proposed, which is supplementary to a collector street and of limited continuity which serves or is intended to serve the local needs of a neighborhood. (Rights of way from 50 to 80 feet wide.)
- E. Cul-De-Sacs (Dead-End Streets): Cul-de-sacs (dead-end streets) shall be used only where unusual physical land conditions exist which make other street designs impractical or impossible. Each cul-de-sac must be terminated by a turnaround of not less than one hundred feet (100') in diameter. If surface water drainage is into the turnaround due to the grade of the street, necessary catch basins and drainage easements shall be provided.
- F. Alleys: Alleys shall have a minimum width of twenty feet (20'). Alleys may be required in the rear of commercial lots but will not be accepted in residential districts except under unusual conditions where such alleys are considered necessary by the Planning Commission.
- G. Paths: Paths shall include two (2) designations:
 1. Pedestrian paths for the exclusive use of humans (minimum width of 3 feet and up).
 2. Multiple-use paths for walking, biking, equestrian riding, rollerblading, skating, walking of pets, etc. (minimum width of 5 feet and up).
 3. The numbers, widths, lengths, bearings, and curve data on centerlines of proposed streets, alleys, and easements; and also the boundaries, bearings and dimensions of all portions within the subdivision, as intended to be dedicated to the use of the public; the lines, dimension, bearings, and numbers of all lots, blocks and parts reserved for any reason within the subdivision shall be included. All lots and blocks are to be numbered consecutively under a definite system approved by the City Engineer and/or Planning Department. All proposed streets shall be numbered in accordance with and in conformity with the adopted street numbering system of the City¹.
- H. Street Construction: It is not the intent of the City to participate in the cost of street improvements for anything but minor subdivisions.

NOTES:

1. See title 7, chapter 8 of this code.

History (Ord. 2008-5, 5-13-2008)

11.4.3 Relation To Adjoining Streets And Property

- A. The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining area(s) (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the Planning Commission for reasonable public requirements. The street arrangement should be such as to cause no unnecessary hardship to owners of adjoining property when they plat their land and seek to provide for convenient access to it.
- B. Minor streets shall approach the major or collector streets at an angle of no less than eighty degrees (80°).
- C. Subdivisions shall be laid out to not adversely impact adjoining property and the potential for its future development.

History (Ord. 2008-5, 5-13-2008)

11.4.4 Land Survey

- A. Required: All subdivisions, including minor subdivisions, shall be surveyed and permanently marked by brass or aluminum survey markers on corners of all lots. Subdivisions shall be laid out to conform to existing surrounding development such as streets, existing or proposed, in the master street plan, physical land features, and adjoining open space or other public areas.
- B. Drawing: Based on the above-described survey a twenty-four-inch by thirty-six inch (24" x 36") mylar showing all property boundaries shall be submitted with measurements and distances, including a legal description of all property included in the subdivision, with clear identification of proposed use of all property, both public and private.
- C. Licensed Land Surveyor: All survey work shall be completed by a state-licensed land surveyor and properly stamped and verified by the same.

History (Ord. 2008-5, 5-13-2008), (Ord. 2015-1, 4-14-2015)

11.5 Improvements; Utilities

11.5.1 Required Improvements

- A. Generally: The applicant, as a condition of subdivision approval, consistent with the Municipal Land Use Development and Management Act (LUDMA), shall improve or agree and guarantee to improve all land either within or outside the subdivision to be used for public or private streets, alleys, pedestrian ways, easements, or other improvements in compliance with this Title.
- B. Specified: The owner of any land to be subdivided shall be required to install the following improvements under the specifications and inspection of the City:
 - 1. Street development, including design, grading, base preparation, and surfacing, subject to participation by the City as listed in subsection 11-4-2H of this title.

2. Type A high back curb and gutters.
 3. Street drainage and drainage structures.
 4. Sidewalk widths. Residential four foot (4') minimum. Commercial, industrial five foot (5') minimum.
 5. Street signage. Traffic control signs or signals, address signs, street numbers, etc.
- C. The following shall apply for Minor Subdivisions:
1. The City may participate in the development of the curb, gutter, and sidewalk within a minor subdivision, if done through a City Council approved concrete participation program (if any exist at the time), when the minor subdivision abuts an existing improved right of way and funds for the same have been allocated in the current year fiscal budget and budgeted funds have not all been expended.
 2. City utilities shall be installed and stubbed to each lot as defined below at the time a building permit is requested:
 - a. City water main in the street in front of the lot and a lateral stubbed to the lot. Size is determined by the City (8-inch minimum) according to the master water plan or study as approved by City Council from time to time.
 - b. City sewer main in the street in front of the lot and a lateral stubbed to the lot. Size is eight inch (8") minimum or larger as identified by master sewer plan or study as approved by City Council from time to time.
 - c. Electricity placed underground or overhead if approved by the City and extended to each lot prior to occupancy. The City may participate in development of electricity in a minor subdivision if done through a City Council-approved participation program (if any exist at the time) when the subdivision is within two hundred (200) yards of the existing infrastructure. Design will be determined by the City through the design and estimate process. The developer shall pay for the cost of the design and estimate.
 - d. Natural gas main shall be in the street in front of the lot and a lateral stubbed to the lot. Size is determined by the City according to a master gas plan or study as approved by City Council from time to time.
 3. The City will provide engineering direction and oversight on all City utility lines and extensions based on available staff time and other project priorities as determined at the sole discretion of the City.
 4. All City utility hookup fees must be paid at the same time a building permit is requested.
 5. The City will participate in road excavation, road base, gravel placement, and asphalt when the development is along an existing paved road and curb and gutter is completed. Said participation is subject to City funding restraints, scheduling of engineering, and completion of all City utilities and service laterals.
 6. The City will not participate in any road work, road improvements, or curb, gutter, and sidewalk until all City utility main lines and service laterals have been installed, inspected and approved by the City.
 7. Minor subdivision lots shall not receive approval for a building permit without an all-weather road surface meeting City standards (i.e., road base and gravel placed and compacted on at least 50 percent of the road width from the adjoining improved road the full length of the lot requesting a building permit).

8. Lots abutting an existing paved road without curb and gutter may be issued a building permit. It will be the property developer's/owner's responsibility to provide road base and gravel to allow access to the lot until such time as it is curbed and then paved.

History (Ord. 2008-5, 5-13-2008)

11.5.2 Utilities

- A. City Specifications: All utilities shall be extended by the developer to the far end of their development or mid-property if potential for continued extension does not exist as approved by the Blanding City Engineer in accordance with City specifications. This Utilities Section applies to minor subdivisions.
- B. Required Utilities: The following utilities shall be provided by the developer on all lots in approved subdivisions:
 1. Water ¹ ;
 2. Sewer ² ;
 3. Electricity ³ ;
 4. Natural gas ⁴ ;
 5. Communication system ⁵ ;
 6. Cable services are optional. If installed the system must be underground and in the street right of way.
- C. City Approval Required: The City shall approve all utility system main lines. In the best interest of the City and its overall infrastructure needs, the City shall determine the size of main lines or capacity of other utilities. The City may participate on a cost-share basis (this will be determined for each utility system based on a system design/plan and development use/requirements). This will be done on a case-by-case basis after review and recommendations by the City Engineer and Planning Department to the Mayor and City Council, who shall approve all such utility expenditures in a regular City Council meeting. All utilities placed underground in the street rights of way shall be completed, including service laterals and tracer wires prior to base preparation.

NOTES:

1. City utility service laterals and required communication systems in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.
2. City utility service laterals and required communication systems in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.
3. City utility service laterals and required communication systems in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.
4. City utility service laterals and required communication systems in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.
5. City utility service laterals and required communication systems in a minor subdivision may be extended any time after minor subdivision approval but must be completed prior to occupancy.

History (Ord. 2008-5, 5-13-2008)

11.5.3 Improvement Plans and Security

Improvement plans shall be prepared by a registered civil engineer licensed by the State and shall include, but not be limited to, all improvements required in this Chapter. The form, content, and supporting data of an improvement plan shall conform to the requirements of the City Manager or City Engineer.

- A. **Improvement Plan:** The subdivider shall enter into a contract with the City, acceptable to the City, to make, install, and complete within the time fixed, but in no case more than two years from the date of execution of the contract, all improvements and land alterations in compliance with approved plans.
- B. **Performance Guarantee/Security:** A performance guarantee or security shall be in place to assure completion of all physical improvements indicated on approved plans.
 - 1. In lieu of the completion of the required improvements, the subdivider shall provide a performance guarantee in an amount equal to one hundred ten percent (110%) of the value of the improvements required by this section as estimated by a licensed engineer and approved by the City Engineer.
 - a. The subdivider(s) shall guarantee the installation by one of the methods specified as follows:
 - i. **Cash Deposit:** A deposit of cash in a separate escrow account in an amount not less than one hundred ten percent (110%) of the engineer-estimated cost of performing the work for which the guarantee is required. Said account shall be made with a financial institution acceptable to the City and shall be established in the City's name and shall be in the sole control of the City. Any interest derived from the account shall inure to the benefit of the subdivider.
 - ii. **Performance Bond:** A performance bond in an amount not less than one hundred ten percent (110%) of the engineer-estimated cost of performing the work for which the guarantee is required, as established by the City. If the developer provides a corporate bond, the bond shall be executed by a surety company duly authorized to do business in the State. It shall be payable to the City; filed in the office of the City Recorder or Clerk.
 - iii. **Other securities** as approved by the City Attorney
- C. **Duration After Approval:** The duration of a surety bond shall be for two (2) years from the date of approval of the plat of the subdivision by the Planning Commission, or such greater or lesser time as is required to complete the said improvements.
- D. **Partial Release Permitted:** Where a guarantee is posted for the purpose of ensuring the timely installation of required improvements in a subdivision, planned unit development, or similar project, the City may authorize a release of a portion of the guarantee in an amount commensurate with the proportion of improvements completed.
- E. **Final Inspection:** After the completion of all subdivision improvements, the subdivider shall make a written request to the City Engineer for a final inspection to be made by all affected City departments. Upon receipt of inspection reports from all affected departments, a summary of the final inspections shall be provided by the City Engineer specifying the acceptability of all subdivision improvements.

- F. **Warranty Period; Release:** Once all improvements are approved by the City Engineer, the one-year warranty period shall begin, and any guarantee filed with the City with regard to such improvements shall be released, provided at least ten percent (10%) of the guarantee amount is held to guarantee the quality of workmanship and materials during the one year warranty period. In all subdivisions, a ten percent (10%) guarantee of improvements, in the form of a cash deposit, corporate performance bond, or escrow agreement shall be posted to guarantee the required improvements for the one-year warranty period.
- G. **Default; Forfeiture Of Bond:** In the event the subdivider is in default, fails or neglects to satisfactorily install the required improvements within two (2) years from the date of approval of the plat by the Planning Commission or to pay all liens in connection therewith, the City Council may declare the bond or other assurance forfeited and the City Council may install or cause the required improvements to be installed, using the proceeds of the collection of the bond to defray the expense thereof.

11.5.3 Water

All water mains shall be a minimum of eight inches (8"). All water laterals shall be a minimum of three-fourths inch (3/4"). Laterals shall be terminated in a City-approved vault with an approved backflow device on or just inside the lot line. Water main improvements shall include a complete fire hydrant assembly every five hundred feet (500') or as approved, with an auxiliary valve. All materials used shall be preapproved. No substitutes will be accepted without prior approval by the City.

History (Ord. 2008-5, 5-13-2008)

11.5.4 Sewer

All sewer mains shall be a minimum of eight inches (8"). All sewer laterals shall be a minimum of three inches (3") for residential and four inches (4") for commercial. All sewer laterals shall be extended beyond the property line a minimum of five feet (5').

History (Ord. 2008-5, 5-13-2008)

11.5.5 Electricity

New power lines in subdivisions shall be placed underground except minor subdivisions can be run overhead if approved by the City. A preliminary plan showing total layout of the proposed subdivision with all electrical primary and secondary lines as well as all transformers clearly designated shall be submitted to Blanding City Power Company. Blanding City Power Company will establish a cost estimate in a reasonable time period. Based on cost estimate, the subdivider shall pay one-half (1/2) (50 percent) up front prior to electrical work starting. The remaining one-half (1/2) (50 percent) shall be paid in full within sixty (60) days of completion. The City may participate in development of electricity in a minor subdivision if done through a City Council-approved participation program (if any exist at the time) when the subdivision is within two hundred (200) yards of the existing infrastructure.

History (Ord. 2008-5, 5-13-2008)

11.5.6 Natural Gas

A preliminary plan showing all public and private lot lines, including a layout for main and service laterals to each lot, shall be submitted to Blanding City Gas Company. Blanding City Gas Company will establish a cost estimate within a reasonable time period. Based on cost estimate, the subdivider shall pay one-half (1/2) (50 percent) upfront prior to gas line installation. The remaining one-half (1/2) (50 percent) shall be paid in full within sixty (60) days of completion.

History (Ord. 2008-5, 5-13-2008)

11.5.7 Private Utilities

Private utilities are optional. If provided, private utilities such as communication, cable, etc., shall be brought to each lot in the subdivision. This shall be verifiable by a signed contract or lesser from the company supplying the service.

History (Ord. 2008-5, 5-13-2008)

11.6 Amendment Process; Enforcement; Permits

11.6.1 Amendment Process; Mandatory Review

- A. Any person may initiate a review and possible change to this title. Proposed changes must be submitted in writing setting forth the reasons for the proposed change with clear detail to the Planning Department. The Planning Department will review and submit to the Planning Commission any legitimate request for change. The Planning Commission may recommend a change based on a review of the information submitted or may deny the request. If the Planning Commission recommends a change, such recommendation will go to the City Council, who will set a public hearing date. After advertising the proposed change in a local paper for at least two (2) weeks, the City Council will hold a public hearing. The City Council shall then make their decision at the next meeting after considering public input. The City Council can initiate a change at any time and may include a six (6) month moratorium on approval of subdivisions.
- B. The City Council requires a mandatory review of this title every five (5) years from the date of adoption to make certain that this title effectively represents community objectives outlined in the City General Plan.

History (Ord. 2008-5, 5-13-2008)

11.6.2 Enforcement And Permits

No representative of the City shall grant any permit or license for the use of any building or land if such use would be in violation of this title.

History (Ord. 2008-5, 5-13-2008)

11.6.3 Penalty

Any person violating the provisions of this title shall, upon conviction thereof, be punished by a fine not exceeding four hundred ninety-nine dollars (\$499.00), or imprisonment in the county jail for ninety (90) days, or by both fine and imprisonment. Each day the offending condition is allowed to exist shall constitute a separate offense. In addition, any person violating any provisions of this title shall be required to correct, at their expense, any violations so that the subdivision is in compliance.

Any land transferred pursuant to an illegal subdivision is subject to this penalty. The City may, in its discretion, void such transfers.

History (Ord. 2008-5, 5-13-2008)



ORDINANCE 2025-2

AN ORDINANCE OF BLANDING CITY AMENDING THE PROCESS FOR NOTIFICATION RELATED TO AMENDMENT REQUESTS WHILE MAINTAINING THE CURRENT AMENDMENT FEE

WHEREAS, the City Council of Blanding City recognizes the need to streamline and clarify processes related to amendment requests; and

WHEREAS, the current amendment fee of \$100 adequately covers administrative costs, and no fee increase is necessary at this time; and

WHEREAS, it is in the best interest of the City to assign responsibility for notification related to amendment requests to the Blanding City Planner to ensure efficiency and compliance with all applicable regulations; and

WHEREAS, the City Council finds that this amendment promotes effective governance and supports the public interest;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blanding City, Utah, as follows:

Section 1. Amendment to Notification Process

The Blanding City Planner is hereby designated as the responsible party for managing and ensuring notification to all individuals, entities, and agencies required to be involved in the amendment process as seen in Attachment A.

Section 2. Fee for Amendment Requests

The fee for amendment requests shall remain at \$100, which covers the administrative costs associated with processing and notification.



Section 3. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/ City Recorder

VOTE

- Cheryl Bowers _____
- Charlie Taylor _____
- Kellen Nielson _____
- Chris Ewald _____
- Erik Grover _____

On the _____ day of _____, 2025 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Trent Herring, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____

City Code Search Publish Summary

Compare changes

Changes Side By Side

...

4. The planning commission ... problems of the municipality.

5. The building inspector ... and planning commission recommendation.

C. Public Hearing: No amendment to this title or map shall be enacted until after a public hearing has been held at which all interested parties have had an opportunity to be heard. Notice of such a hearing shall be by posting any affected property for fifteen (15) days prior to such a hearing and by any other method that the city council may provide. Such posting shall include information on the nature of the amendment sought and the date, time and place for the public hearing. The ~~applicant~~City Planner shall be responsible for notification and posting as prescribed by city council.

D. Protests To Map ... four (4) council members.

E. Intent And Minimum Size:

...

c. Adjacent and contiguous ... the new area; and

d. Adjacent and contiguous ... by the applicant.

F. Filing Fee And Publication Charge: At the time the application is filed requesting change with respect to zoning or building, or uses of land, as contemplated by this title, there shall be paid to the city treasurer a filing fee of one hundred dollars (\$100.00) for the purpose of deferring the cost of advertising such public hearing and sending certified letters to the property owners that fall within the 200' proposed change area. The city planner shall notify such applicant of such charge for advertising and shall not proceed with the advertising until such charge has been paid.

HISTORY:

...



ORDINANCE 2025-3

AN ORDINANCE OF THE CITY COUNCIL OF BLANDING CITY, UTAH, APPROVING THE ADDITION OF THE TECHNICAL REVIEW COMMITTEE

WHEREAS, Blanding City seeks to enhance the efficiency and effectiveness of its planning, development, and review processes; and

WHEREAS, the establishment of a Technical Review Committee (TRC) will provide a formalized structure for reviewing development applications, infrastructure projects, and other technical matters, ensuring compliance with city codes, standards, and policies, appeals; and

WHEREAS, the Technical Review Committee's roles, responsibilities, and procedures are outlined in Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, the City Council has reviewed the proposal and finds that the addition of the Technical Review Committee will promote the orderly growth and development of the City and serve the best interests of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BLANDING CITY, UTAH, AS FOLLOWS:

1. Approval of the Technical Review Committee: The City Council hereby approves the establishment of the Technical Review Committee as outlined in Exhibit A.
2. Implementation: The City Manager and relevant staff are authorized to take all necessary actions to implement the Technical Review Committee, including appointing members and establishing procedures as described in Exhibit A.
3. Amendment of City Policies: Any applicable city policies or procedures are hereby amended to include the Technical Review Committee as part of the development review process.
4. Effective Date: This ordinance shall become effective immediately upon adoption and publication as required by law.



PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/ City Recorder

VOTE

Cheryl Bowers	_____
Charlie Taylor	_____
Kellen Nielson	_____
Chris Ewald	_____
Erik Grover	_____

On the _____ day of _____, 2025 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Trent Herring, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____



10.3.1A Technical Review Committee

The purpose of the Technical Review Committee (TRC) is defined as the role, responsibilities, and procedures to support the Blanding City Planning Commission. The TRC will provide technical expertise and ensure that development proposals and land use applications comply with City ordinances, regulations, and standards.

Section 1. Establishment of the Technical Review Committee (TRC)

The Technical Review Committee (TRC) is established to assist the Planning Commission by conducting technical reviews of applications, identifying issues, and providing recommendations to facilitate informed decision-making.

Section 2. Composition of the TRC

Creation And Organization: There is hereby created a Technical Review Committee, hereinafter referred to in this title as "the TRC". The membership of the TRC shall consist of four (4) full-time Blanding City Employees made up of:

- A. **City Planner** (Chair of the TRC)
- B. **City Engineer**
- C. **City Manager**
- D. **Economic Development Director**

Section 3. Responsibilities of the TRC

The TRC shall have the following responsibilities:

A. **Application Review:**

1. Conduct preliminary reviews of all applications requiring Planning Commission approval, including but not limited to:
2. Subdivisions
3. Site plans
4. Variances
5. Conditional use permit
6. Zoning amendment
7. Ensure applications are complete and comply with Blanding City ordinances, codes, and applicable state laws.

B. **Technical Analysis and Recommendations:**

1. Provide technical analysis of infrastructure impacts, design standards, safety concerns, and other relevant issues.
2. Prepare a written report summarizing findings, identifying concerns, and providing recommendations to the Planning Commission.

C. **Coordination with Applicants:**

1. Meet with developers, property owners, and applicants to discuss technical requirements, address concerns, and ensure compliance with City standards. The Blanding City Planner will gather all required documents for review by the TRC.

D. **Support to the Planning Commission:**

1. A TRC representative (Primarily the City Planner) shall attend Planning Commission meetings as needed to provide technical expertise, answer questions, and present TRC findings.
2. Assist the Planning Commission in understanding the technical aspects of applications to support informed decision-making.

E. Monitoring and Compliance:

1. Ensure that conditions imposed by the Planning Commission and City Council are clearly communicated and implemented.

F. Hear any appeals on:

1. Land use issues or other appeals as deemed necessary to go before the TRC.
2. If any of the positions being held by a person that make up the TRC and are the person that has made the initial decision that is being appealed, said person will not have any voting rights as to the appeal being made as to avoid a conflict of interest.

Section 4. TRC Review Process

A. Submission to TRC:

1. All applications requiring Planning Commission review must first be submitted to the TRC.
2. The City Planner will coordinate the review process and schedule TRC meetings as needed.

B. TRC Review and Report:

1. The TRC will review applications for completeness and technical compliance.
2. A written report summarizing the TRC's findings, concerns, and recommendations will be provided to the Planning Commission prior to its scheduled meeting.

C. Applicant Notification:

1. The City Planner will notify applicants of any required changes, concerns, or additional information needed as identified by the TRC.

D. Planning Commission Consideration:

1. The Planning Commission shall consider the TRC's recommendations when reviewing and making decisions on applications.

Section 5. Authority

The TRC serves in an advisory capacity to the Planning Commission and City Council. Final decision-making authority remains with the Planning Commission, unless otherwise provided by law which may be needed to meet the 30 turnaround timeline required by state law. In this situation, the Planning Commission may delegate the final decision making to the TRC if a Planning Commission meeting does not fall within the timeline per law or if the Planning Commission is unable to have a full quorum for final decision making.



ORDINANCE 2025-4

AN ORDINANCE OF BLANDING CITY AMENDING THE BLANDING CITY CODE TO REPLACE THE BOARD OF ADJUSTMENTS WITH A TECHNICAL REVIEW COMMITTEE

WHEREAS, the City Council of Blanding City recognizes the need to improve efficiency and expertise in the review and decision-making processes for land use and development matters; and

WHEREAS, the current Board of Adjustments has served an important role in addressing variance requests and appeals, but a Technical Review Committee is better suited to meet the evolving needs of the City; and

WHEREAS, the proposed changes, as detailed in **Attachment A**, will replace the Board of Adjustments with a Technical Review Committee, clarifying its composition, responsibilities, and procedures; and

WHEREAS, the City Council finds that this change will enhance the City's ability to manage land use and development issues effectively and fairly;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blanding City, Utah, as follows:

Section 1. Replacement of the Board of Adjustments

The Blanding City Code is hereby amended to replace all references to the Board of Adjustments with the Technical Review Committee, as detailed in **Attachment A**.

Section 2. Technical Review Committee Composition and Responsibilities

The Technical Review Committee shall:

1. Be composed of qualified City staff and professionals with expertise in planning, zoning, engineering, and related fields, as specified in **Attachment A**.
2. Be responsible for reviewing variance requests, appeals, and other matters previously handled by the Board of Adjustments.



- 3. Follow the procedures and guidelines established in the amended sections of the Blanding City Code.

Section 3. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/ City Recorder

VOTE

- Cheryl Bowers _____
- Charlie Taylor _____
- Kellen Nielson _____
- Chris Ewald _____
- Erik Grover _____

On the ____ day of _____, 2025 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Trent Herring, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____

~~A. Creation And Organization: There is hereby created a board of adjustment, hereinafter referred to in this title as "the board". The membership of the board shall consist of five (5) residents of the municipality, appointed by the City council, one of whom shall be a member of the planning commission. Their terms of office are five (5) years, and must be fixed so that the term of office of one member expires each year.~~ A. Creation And Organization: There is hereby created a Technical Review Committee, hereinafter referred to in this title as "the TRC". The membership of the TRC shall consist of four (4) full-time Blanding City Employees made up of the City Manager, City Engineer, City Planner, and the Economic Development Director.

~~Appointments to fill vacancies are to be made only for the unexpired portion of the term. The board shall elect from its own membership its officers, who shall serve annual terms and who may succeed themselves. For the conduct of any hearing or the taking of any action, a quorum of three (3) members is required. No member of the board shall hold any other office with the city, except the member who is also a member of the planning commission. This member may also be the member of the city council who sits on the planning commission.~~ 1. If any of the positions being held by a person that make up the TRC and are the person that has made the initial decision that is being appealed, said person will not have any voting rights as to the appeal being made as to avoid a conflict of interest.

~~B. Powers Of Board: In addition to the requirements of Utah Code Annotated section 10-9a-701 et seq., the board of adjustment shall have the following powers:~~ TRC: In addition to the requirements of Utah Code Annotated section 10-9a-701 et seq., the TRC shall have the following powers:

1. To hear and ... of this title; and
2. To hear and ... of this title; and
3. To authorize upon ... of this section; and
4. To hear and ... uses are permitted.

~~C. Rules For Proceeding Before The Board: The board shall adopt rules governing its actions. Among other things, such rules shall require that:~~ C. Rules For Proceeding Before The TRC: The TRC shall adopt rules governing its actions. Among other things, such rules shall require that:

1. The ~~board~~ TRC shall reach decisions on matters within its jurisdiction only after a public hearing; and
2. The ~~board~~ TRC shall give notice of such hearing to the public, the applicant, the planning commission, the building inspector, and to such other persons or agencies as the board may designate by rule, and to any person who has made a timely request for notice; the board shall give notices in such manner and at such time as shall be prescribed by rule; and
3. At any public ... cross examine witnesses; and
4. All evidence and ... be presented publicly; and
5. The ~~board~~ TRC shall keep a record of the proceedings, for each case heard, either ~~stenographically~~ steno graphically or by sound recording, and a transcript of the proceedings and copies of graphic or written material received in evidence shall be made available to any party at cost; the record of proceedings shall include all documents and physical evidence considered in the case; and
6. The ~~board~~ TRC shall render a decision on each case heard within ~~forty~~ thirty five (~~45~~ 30) days of the hearing; and each decision must be accompanied by reasons therefor

and based on findings of fact and conclusions based on any provisions of this title, or on any rule or regulation, must contain a reference to the provisions, rule or regulation relied on and the reasons why the conclusion is deemed appropriate in light of the facts found; and the **boardTRC** may deliberate in executive session and such deliberation shall not be a part of the record of the proceedings; however, the record shall show the grounds for each decision and the vote of each member upon each question; this record of proceedings shall be a public record.

D. Administration: The city council may establish by resolution reasonable fees to be paid by an applicant requesting a hearing before the **boardTRC**. The board will have such technical assistance and monies as the city council may provide.

E. Powers Of The **BoardTRC**: The **boardTRC** shall have the power to modify the requirements of this title as herein provided. In the exercise of this power, the **boardTRC** may affirm, reverse or modify the order or decision appealed from and make such order as ought to be made and to that end shall have all the powers of the officer appealed from as more fully set forth in subsection B of this section.

F. Variances:

1. Any person or entity desiring a waiver or modification of the requirements of a land use ordinance as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest, may apply to the **boardTRC** of adjustment for a variance from the terms of the ordinance.

2.

a. The **boardTRC of adjustment** may grant a variance only if:

- (1) Literal enforcement of ... the land use ordinances;
- (2) There are special ... in the same zone;

...

(5) The spirit of ... and substantial justice done.

b.

(1) In determining whether or not enforcement of the land use ordinance would cause unreasonable hardship under subsection F2a(1) of this section, the **boardTRC of adjustment** may not find an unreasonable hardship unless the alleged hardship:

- (A) Is located on ... variance is sought; and
- (B) Comes from circumstances ... general to the

neighborhood.

(2) In determining whether or not enforcement of the land use ordinance would cause unreasonable hardship under subsection F2a(1) of this section, the **boardTRC of adjustment** may not find an unreasonable hardship if the hardship is self-imposed or economic.

c. In determining whether or not there are special circumstances attached to the property under subsection F2a(2) of this section, the **boardTRC of adjustment** may find that special circumstances exist only if the special circumstances:

- (1) Relate to the hardship complained of; and
- (2) Deprive the property ... in the same zone.

3. The applicant shall ... variance have been met.

4. Variances run with the land.

5. The **boardTRC of adjustment** may not grant a use variance.

6. In granting a variance, the ~~board~~TRC ~~of adjustment~~ may impose additional requirements on the applicant that will:

- a. Mitigate any harmful ... of the variance; or
- b. Serve the purpose ... is waived or modified.

G. Appeals From Board: Any person, firm or corporation aggrieved by any decision of the ~~board~~TRC ~~of adjustment~~ may file a petition for review with the district court as provided in Utah Code Annotated section 10-9a-801.

NOTES:



ORDINANCE 2025-5

AN ORDINANCE OF THE CITY COUNCIL OF BLANDING CITY, UTAH, APPROVING THE REQUEST BY JOSHUA MEYER TO REZONE PROPERTY LOCATED AT 8TH SOUTH 300 WEST CENTER STREET FROM R-1 (RESIDENTIAL) TO R-2 (RESIDENTIAL)

WHEREAS, Joshua Meyer has submitted a request to rezone the property located at 8th South 300 West Center Street in Blanding, Utah, from R-1 (Residential) to R-2 (Residential); and

WHEREAS, the purpose of the requested rezone is to allow for greater residential development options consistent with the R-2 zoning designation; and

WHEREAS, the Blanding City Planning Commission held a duly noticed public meeting to consider the proposed rezone and has forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council has reviewed the request and finds that the proposed rezone is consistent with the City's General Plan and promotes the orderly growth and development of the City; and

WHEREAS, the City Council has determined that the rezone is in the best interest of the public health, safety, and welfare of the residents of Blanding City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BLANDING CITY, UTAH, AS FOLLOWS:

Rezone Approval: The property located at 8th South 300 West Center Street in Blanding, Utah, is hereby rezoned from R-1 (Residential) to R-2 (Residential).

Amendment to Zoning Map: The official Blanding City Zoning Map shall be updated to reflect this change.

Effective Date: This ordinance shall become effective immediately upon adoption and publication as required by law.



PASSED, ADOPTED and APPROVED this _____ day of _____, 2025.

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/ City Recorder

VOTE

Cheryl Bowers	_____
Charlie Taylor	_____
Kellen Nielson	_____
Chris Ewald	_____
Erik Grover	_____

On the _____ day of _____, 2025 personally appeared before me, a Notary Public in and for the State of Utah, Trevor Olsen, Mayor and Trent Herring, Recorder of the City of Blanding who duly acknowledged to me that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in accordance with authority vested in them by the said City of Blanding.

Notary Public

My Commission Expires: _____ Residing at: _____



RESOLUTION 01-14-2025-1

A RESOLUTION OF BLANDING CITY ADOPTING THE LONG-TERM AIRCRAFT TIE-DOWN FEE POLICY FOR THE BLANDING CITY MUNICIPAL AIRPORT

WHEREAS, the Blanding City Municipal Airport serves as a vital resource for aviation and economic activity in the community; and

WHEREAS, the City seeks to ensure the fair use of airport facilities, maintain financial sustainability, and encourage compliance with aviation standards; and

WHEREAS, the City recognizes the need to establish clear guidelines for long-term aircraft tie-downs, including the collection of fees and enforcement of compliance; and

WHEREAS, the proposed Blanding City Municipal Airport Policy for Long-Term Aircraft Tie-Down provides a fair and effective framework for managing aircraft tie-downs at the airport;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Blanding City, Utah, as follows:

Adoption of Policy

The Blanding City Municipal Airport Policy for Long-Term Aircraft Tie-Down, as attached hereto and incorporated herein as Exhibit A, is hereby adopted as the official policy governing long-term aircraft tie-downs at the Blanding City Municipal Airport.

Policy Highlights

The adopted policy includes the following key provisions:

1. Monthly Tie-Down Fee:

- Aircraft tied down at the airport will be charged a fee of \$10 per month.
- The fee will be waived for aircraft currently in annual inspection and based at the airport, upon proof provided to the Fixed Base Operator (FBO), Freedom Fuels.

2. Non-Compliance:

- Aircraft owners failing to pay fees or maintain annual inspection status may face eviction from tie-down spaces and liens placed on their aircraft to secure unpaid fees.

3. Tracking and Enforcement:

- The FBO, Freedom Fuels, will manage records, notify owners of overdue payments, and coordinate enforcement actions with the City.

4. Notification and Appeals:



- Aircraft owners will be given a 30-day grace period to address overdue payments or non-compliance after written notice.
- Appeals may be submitted to the FBO and City Manager within 10 days of notice if owners believe actions were applied in error.

Implementation

The City Manager and the FBO, Freedom Fuels, are authorized to take all necessary actions to implement and enforce this policy.

Effective Date

This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/Deputy Recorder



Attachment A

Blanding City Municipal Airport Policy for Long-Term Aircraft Tie-Down

Purpose:

This policy establishes guidelines for aircraft tied down at the Blanding City Municipal Airport for extended periods, ensuring fair use of airport facilities and proper fee collection.

Policy Details

1. **Monthly Tie-Down Fee:**
 - Aircraft tied down at the Blanding City Municipal Airport will be subject to a fee of **\$10 per month**.
 - The fee will be waived for aircraft that are **currently in annual inspection** and based at the airport.
2. **Eligibility for Waiver:**
 - To qualify for the waiver, owners must provide proof of the aircraft's current annual inspection status to the Fixed Base Operator (FBO), **Freedom Fuels**.
3. **Non-Compliance:**
 - Aircraft owners who do not pay the monthly fee and whose aircraft are not in annual inspection will be subject to the following actions:
 - **Eviction from Tie-Down Spaces:** The aircraft must be removed from the airport premises.
 - **Liens on Aircraft:** The City may place a lien on the aircraft to secure payment for unpaid fees.
4. **Tracking and Enforcement:**
 - The FBO, **Freedom Fuels**, will be responsible for:
 - Maintaining records of tied-down aircraft, including their annual inspection status and payment history.
 - Notifying aircraft owners of overdue payments and potential penalties.
 - Coordinating with the City to enforce evictions and liens if necessary.
5. **Notification Process:**
 - Owners will receive written notice of any overdue fees or non-compliance.
 - A grace period of **30 days** will be provided to resolve outstanding issues before eviction or lien proceedings begin.
6. **Appeals:**
 - Aircraft owners may submit a written appeal to the FBO and City Manager within **10 days of receiving notice** if they believe fees or actions were applied in error.

Implementation:

This policy ensures the Blanding City Municipal Airport remains a well-maintained and financially sustainable facility while encouraging compliance with aviation standards.

For questions or additional information, please contact **Freedom Fuels** or the City Manager's office.



RESOLUTION 01-14-2025-2

A RESOLUTION OF BLANDING CITY APPROVING THE CONTRACT BETWEEN BLANDING CITY AND FREEDOM FUELS FOR THE TRANSFER OF A CITY VEHICLE

WHEREAS, Blanding City owns a truck with VIN 2FTJW35G3PCA16030 that has been designated for use at the Blanding City Municipal Airport; and

WHEREAS, Freedom Fuels serves as the Fixed Base Operator (FBO) at the Blanding City Municipal Airport and requires the use of this vehicle to support airport operations; and

WHEREAS, the City and Freedom Fuels have negotiated a contract (Attachment A) outlining the terms under which the truck will be assigned to Freedom Fuels for one year, after which ownership will be transferred at no cost, with Freedom Fuels assuming responsibility for all maintenance, fuel, and insurance during the term of the agreement; and

WHEREAS, the City Council finds that this agreement supports efficient airport operations and is in the best interest of Blanding City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Blanding City, Utah, as follows:

Section 1. Approval of Contract

The contract between Blanding City and Freedom Fuels, as set forth in Attachment A, is hereby approved.

Section 2. Authorization

The City Manager is authorized to execute the contract on behalf of Blanding City and to take all necessary actions to carry out the terms of the agreement.



ADOPTED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/Deputy Recorder



Attachment A

Agreement Between Blanding City and Freedom Fuels

This Agreement is made and entered into on _____, 2025, by and between Blanding City (hereinafter referred to as "the City") and Freedom Fuels (hereinafter referred to as "the FBO"), the Fixed Base Operator at the Blanding City Municipal Airport.

Purpose:

The purpose of this Agreement is to outline the terms and conditions under which the City assigns a vehicle to the FBO for use at the Blanding City Municipal Airport, with the intention of transferring ownership after one year.

Vehicle Assignment

The vehicle assigned under this Agreement is a Blanding City Truck, identified by VIN# 2FTJW35G3PCA16030.

The vehicle is assigned for exclusive use by the FBO to support operations and services at the Blanding City Municipal Airport. The vehicle is to remain at the airport and is not to be used for personal purposes or outside airport-related activities until the one year anniversary of this agreement.

Responsibilities of Freedom Fuels (FBO):

Freedom Fuels agrees to assume full responsibility for the following:

- Maintenance
 - Performing all required maintenance, including regular servicing and repairs, to ensure the vehicle remains in safe and operational condition.
- Fuel
 - Covering all fuel costs associated with the operation of the vehicle.
- Insurance
 - Providing and maintaining adequate insurance coverage for the vehicle. Proof of insurance must be submitted to the City upon request.



- Compliance
 - Ensuring that the vehicle is used in compliance with all applicable laws, regulations, and airport policies.

Ownership Transfer Timeline:

After a period of one year from the effective date of this Agreement, ownership of the vehicle will be transferred to Freedom Fuels at no cost.

Title Transfer:

Upon completion of the one-year period, the City will execute all necessary documentation to transfer the vehicle title to Freedom Fuels. Freedom Fuels will be responsible for any title transfer fees or associated costs.

Responsibilities of Blanding City:

Vehicle Assignment:

Assigning the vehicle to the FBO in its current condition, without any warranties or guarantees regarding its performance or condition.

Ownership Transfer:

Completing the title transfer to Freedom Fuels after one year, provided the terms of this Agreement have been met.

Term:

This Agreement is effective as of _____, 2025 and will remain in effect until the title transfer is completed.

Termination:

This agreement may be terminated upon a breach only.

Indemnification:



The FBO agrees to indemnify and hold harmless Blanding City from any and all claims, damages, or liabilities arising from the use, maintenance, or operation of the vehicle during the term of this Agreement.

Amendments:

Any amendments to this Agreement must be made in writing and signed by both parties.

Signatures:

For Blanding City:

Name: Trent Herring

Title: Blanding City Manager

Signature: _____

Date: _____

For Freedom Fuels:

Name: _____

Title: _____

Signature: _____

Date: _____





RESOLUTION 01-14-2025-3

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY ACCEPTING TASK ORDER I FOR THE REIL REPLACEMENT PROJECT

WHEREAS, Blanding City has identified the need to replace the Runway End Identifier Lights (REIL) at the Blanding Municipal Airport to enhance safety and functionality; and

WHEREAS, the REIL Replacement Project is estimated to cost \$115,790, with funding contributions as follows:

- A federal match of \$110,000,
- A state match of \$2,895, and
- A local match of \$2,895 to be provided by Blanding City; and

WHEREAS, the funding arrangement has been agreed upon and outlined in Task Order I, which is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the City Council recognizes the importance of this project for the benefit of the airport and the community;

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

1. Acceptance of Task Order I: The City Council hereby accepts Task Order I for the REIL Replacement Project as outlined in Exhibit A.
2. Authorization of Funding: The City Council authorizes the allocation of \$2,895 from the City's budget to fulfill the local match requirement for this project.
3. Project Implementation: The City Manager is authorized to take all necessary steps to execute Task Order I and oversee the implementation of the REIL Replacement Project in compliance with applicable regulations and agreements.
4. Effective Date: This resolution shall take effect immediately upon its adoption.



ADOPTED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/Deputy Recorder

TASK ORDER I
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2024

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on February 8, 2022, between **CITY OF BLANDING, UTAH (Sponsor)** and **LOCHNER (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Blanding Municipal Airport, Blanding, Utah

3. **WORK PROGRAM** – Attached

Element 1 – REIL Replacement

4. **FEES** - The fees will be as noted below. (All lump sums)

Elements 1 – Project Development & Administration	\$2,420.00
Elements 1 – Design	
Preliminary Design	\$6,440.00
Final Design	\$3,660.00
Elements 1 – Bidding Services	
	\$3,000.00
Elements 1 – Construction Period Services	
Construction Administration Services	\$3,930.00
Construction Observation Services	\$5,000.00
Construction Observation Services (Fixed Fee)	\$1,750.00
Elements 1 – Project Closeout	
	\$3,700.00
Elements 1 – Special Services	
Categorical Exclusion Form	\$4,190.00
DBE Program Assistance	\$9,500.00
Title VI Plan Assistance	\$5,000.00
FAA Flight Check Assistance	\$4,320.00
Engineering Total	
	\$52,910.00

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
CITY OF BLANDING

ENGINEER:
LOCHNER

Trevor Olsen, Mayor

Erik Vlieg, Business Manager

**SCOPE OF WORK
BLANDING MUNICIPAL AIRPORT
AIP NO. 3-49-0002-022-2025**

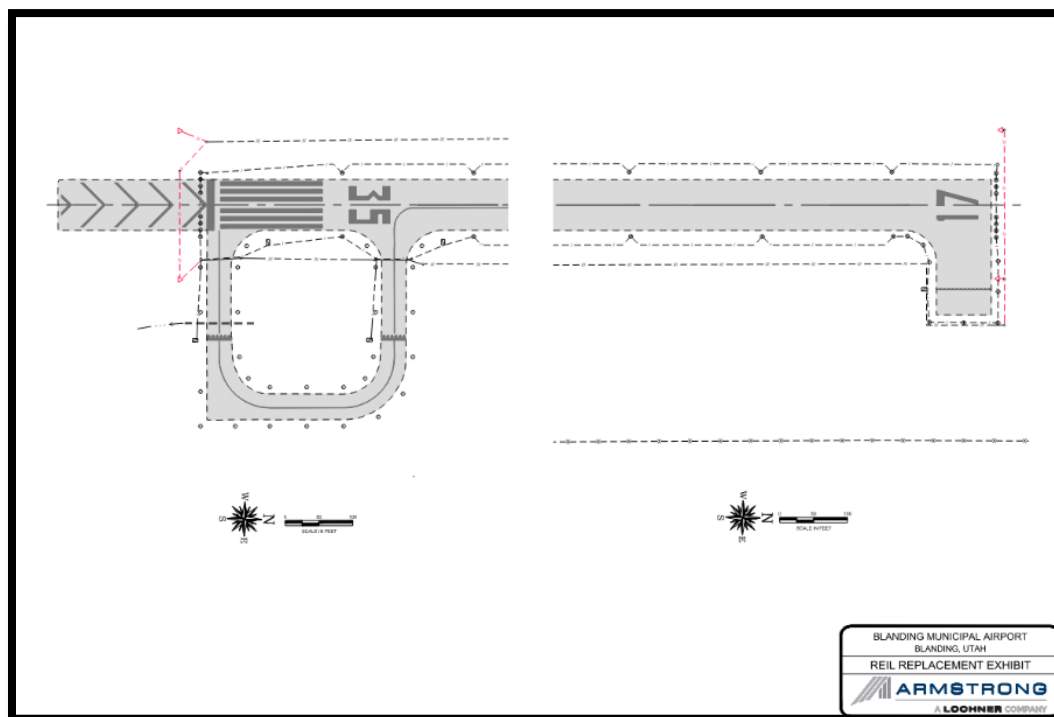
ELEMENT #1 REIL REPLACEMENT

1. The existing Runway End Identifier Light (REIL) systems at Blanding Municipal Airport are in poor condition and needs to be replaced. Electrical cables between the REIL and the MIRL will also be replaced within this project. Existing electrical conduits will remain in place.
 - 1.1. The project will replace the existing REIL system with a new LED REIL system. The project will remove and dispose of the existing REIL system.
 - 1.2. The underground electrical conduit will be preserved as much as practical.
 - 1.3. Electrical cables will be removed and replaced.
 - 1.4. The existing circuitry, vault equipment, regulators, etc. will be preserved.

Estimated Construction Cost (Element 1) is: \$100,000

Estimated Construction Period is: 10 days¹

Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$1,750/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.



I. PROJECT DEVELOPMENT AND ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, State Aeronautics, and FAA to establish parameters for the project definition and work areas, budget, and schedule.
2. Develop preliminary cost estimates and conceptual layout exhibits required for preliminary project actions such as scoping, grant applications, and other preliminary documents.
3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor, State Aeronautics, and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA and State input.
4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
5. Conduct fee negotiations with the Sponsor and assist in preparing a Record of Negotiations to document the independent fee review, if required, and any subsequent fee negotiations.
6. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
7. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. Application packet will include the following:
 - a. Form 424, Application for Federal Assistance
 - b. Form 5100-100
 - c. Program Narrative
 - d. Project Cost Estimate
 - e. Airport Sponsor Assurances
 - f. Project Sketch clearly identifying major work items
 - g. Exhibit "A" Property Map
 - h. Standard DOT Title VI Assurance
 - i. Sponsor Certification for Project Plans and Specifications
 - j. Sponsor Certification for Selection of Consultants
 - k. Sponsor Certification for Disclosure of Potential Conflicts of Interest
 - l. Sponsor Certification for Equipment and Construction Contracts
 - m. Current listing of FAA Advisory Circulars for AIP/PFC Projects
 - n. Sponsor Certification for Drug-Free Workplace
 - o. Title VI Pre-award Sponsor Checklist
8. Prepare monthly invoicing and FAA grant drawdown packets. In addition to the Engineer's invoices, the Engineer will incorporate other eligible projects expense invoices provided by the Sponsor in the

packet. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system and the State process.

9. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, State, and FAA that isn't related to a specific task but is essential to the project process. This work includes:
 - a. Weekly internal progress meetings with the design team.
 - b. Conduct regular coordination meetings with Sponsor, State, and FAA. It is anticipated that these meetings will be held weekly, last approximately 1 hour, and be conducted via videoconference.
 - c. Drafting project correspondence for Sponsor's use in coordination with State and FAA.
 - d. Perform the business aspects of the project.
 - e. Perform the grant administration for the project.
10. Assist the Sponsor in coordinating with FAA ATO staff and obtaining a Reimbursable Agreement for REIL flight check. Task includes coordination meetings during the course of the project, it is anticipated that three (3) meetings will be conducted via videoconference.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will not be required nor completed as part of this project.
2. A geotechnical investigation will not be required nor completed as part of this project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Assist in the preparation of State Aeronautics grant application.
5. Review and evaluate project layout.
 - a. Verify existing ALP dimensions and data
 - b. Review available record drawings of the project site.
 - c. Evaluate existing lighting system configuration and identify elements that may need revision.
6. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate surface and subsurface drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data and/or pavement section data obtained through geotechnical investigation.
 - d. Review existing electrical system condition and determine elements require replacement.
 - e. Conduct one (1) design site visit by the Project Engineer for familiarity with the site.
7. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved. The following list of drawings will be used as a guideline, but drawings may be added or deleted as needed.

DESCRIPTION		SHEET COUNT
a	Cover Sheet	1
b	General Notes, Legend and Survey Control	1
c	Removals Plan	2
g	Lighting and Electrical Layout and Details	1
i	Construction Safety and Phasing Plan	2
TOTAL SHEET COUNT		7

8. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
9. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-152	Excavation and Embankment
Item P-610	Concrete for Miscellaneous Structures
Item L-108	Underground Power Cable for Airports
Item L-110	Underground Electrical Duct Banks and Conduits
Item L-125	Installation of Airport Lighting Systems

Additional special technical specifications, that cover items not included in the standard FAA specifications, may include but not be limited to the following items:

Removals
Electrical General Requirements

10. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
11. Prepare and submit FAA design Modifications to Standards, if necessary.

12. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with Airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work/bid schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the Airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA, State, and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Senior Project Manager to field verify project plans and specifications.

11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA, State, and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA, State, and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA, State, and Sponsor.

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Sponsor in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Lochner. The Sponsor, State, and FAA will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Sponsor during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held via online video conference run by the Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and assist in notification to unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review Contractor's bonds, insurance certificates, construction schedules. Review Contractor's sub-contracts.
2. Provide Sponsor, State, and FAA with a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference. The pre-construction conference will be held on-site, and will be attended by the Senior Project Manager and Resident Project Representative (RPR).
5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the RPR and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
6. Provide technical assistance and recommendations to the Sponsor during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, RPR and Owner for project updates, questions, and instruction.
7. Construction Site Visits. This item includes one (1) additional trip for Element 1 to the job site for on-site clarification by the Project Manager.
8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Review and certify monthly Contractor payment requests. Pay requests will be reviewed for accuracy with the Contractor and RPR.

B. Construction Observation Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time Resident Project Representative (RPR) to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure

- and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA, State, and Sponsor.
 4. Conduct final project inspection with the Sponsor, FAA, State, and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action. The final inspection will be held on-site and will be attended by the Senior Project Manager and RPR.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
3. Update Airport Layout Plan, ALP Sheet, to reflect as-built conditions.
4. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive drawings in pdf format. AutoCAD files can be provided upon request.
5. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - A. Develop the Sponsor's DBE Program:
 - a. Coordinate with the Sponsor to assign or confirm the DBE Liaison and Reconsideration officials.
 - b. Assist the Sponsor's DBE Liaison with gaining access to the FAA Connect website.
 - c. Develop the DBE Policy Statement.
 - d. Identify DBE financial institutions in the county and state area.
 - e. Develop the Small Business Element and associated proposal forms.
 - f. Identify and develop proper monitoring and enforcement mechanisms in compliance with applicable laws and regulations.
 - g. Identify and establish mechanisms for ensuring compliance with Prompt Payment Laws and Regulations.
 - h. Verify the Sponsor's membership in the State UCP, or assist them in obtaining membership if required.
 - i. Prepare DBE program documentation in accordance with the established guidelines.
 - j. Coordinate with the FAA and make necessary adjustments as needed.
 - k. Finalize the DBE Plan and submit the required documents for approval via the FAA Civil Rights Connect website.
 - l. Assist the Sponsor in ensuring compliance with record-keeping requirements as outlined in USDOT 49 CFR Part 26.
 - m. Provide the sponsor with a Civil Rights website link to ensure FAA compliance with the Sponsor's Civil Rights Programs.
 - n. Oversee the implementation, maintenance, and ongoing support of the program.
 - B. Update the Sponsor's Overall Goal Calculation for a FY Project Goal in the Triennial DBE Goals:
 - a. Develop the Sponsor's Overall Goal Calculation for Triennial DBE Goals:
 - Research the applicable market area, including reviewing current State DOT certified DBE listings.
 - Analyze the availability of potential contractors in comparison to all contractors in the market area using US Census data.
 - Utilize the preliminary cost estimate from the Project Development phase to identify potential DBE work items, breaking down the percentage of work by NAICS codes.
 - Determine if the goal should be race/gender neutral (RN) or race/gender conscious (RC), or a combination of both, based on available disparity studies and past project history.
 - Adjust goal calculations as needed, and establish specific steps and milestones to address any identified issues to ensure compliance.

- b. Assist the Sponsor in Submitting DBE Goals to the FAA Civil Rights Office.
 - c. Update and Maintain the Sponsor's Civil Rights Programs Website:
 - Ensure the website includes the DBE Goal Public Notice and posts the triennial goals in compliance with regulations.
 - d. Complete Annual DBE Utilization Reporting:
 - Prepare and submit the fiscal year DBE utilization report to the FAA Civil Rights Connect Website.
 - Include detailed information on all awarded, ongoing, or closed grants, with a breakdown of prime, subcontract, and DBE contract numbers.
- C. DBE Program Compliance Monitoring, Bidding, Final Reporting
- a. Coordinate the Sponsor's DBE plan requirements and goals through construction and closeout.
 - b. Investigate the current State DOT-certified DBE contractor listings and local contractors to assess the availability of potential DBE firms. Utilize the preliminary cost estimate from the Project Development phase to identify possible DBE work items.
 - c. Assist the Sponsor in addressing DBE-related matters during the bidding process by reviewing contractors' Good Faith Efforts, confirming DBE status, and analyzing DBE Utilization percentages.
 - d. Monitor DBE usage throughout the project, ensuring accurate documentation of the final DBE utilization and adherence to the established goals
3. Assist the Sponsor with Title VI Program
- A. Develop the Sponsor's Title VI Program and Community Participation Plan:
- a. Coordinate with Sponsor to designate the Title VI Coordinator.
 - b. Assist the Sponsor's Title VI Coordinator with FAA Connect website access.
 - c. Develop the Sponsor's Title VI Plan and Civil Rights Program (CPP) by collecting and analyzing demographic data and community statistics from sources such as the US Census database, surveys, sign-in sheets, bid and proposal contracts, and other methods outlined in the CPP.
 - d. Evaluate Data for potential and known community impacts.
 - e. Assist the Sponsor in community outreach, training materials, and other requirements.
 - f. Assist the Sponsor if any need to establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
 - g. Finalize the Title VI Plan and CPP, then submit the completed documents to the FAA Civil Rights Connect Website.
 - h. Aid the Sponsor in ensuring compliance with record-keeping requirements set forth in USDOT 49 CFR Part 21.
 - i. Update and maintain the website link to ensure FAA compliance with the Sponsor's Civil Rights Programs, including posting Title VI Posters, Title VI Goal Public Notices, CCP, Three-Year Updates, Public Notices, and links to Title VI statutes and regulations
4. Assist Sponsor with FAA flight check coordination for newly installed REIL system.



RESOLUTION 01-14-2025-4

A RESOLUTION OF THE CITY COUNCIL OF BLANDING CITY ACCEPTING THE RECIPIENT CONSTRUCTION PRINCIPAL FORGIVENESS AGREEMENT WITH THE DRINKING WATER STATE REVOLVING FUND

WHEREAS, Blanding City recognizes the importance of maintaining and improving its drinking water infrastructure to ensure the health, safety, and well-being of its residents; and

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) has awarded Blanding City a Recipient Construction Principal Forgiveness Agreement for a total amount of \$457,000 to assist with critical drinking water infrastructure improvements; and

WHEREAS, the City Council acknowledges the financial benefit of this agreement, which provides principal forgiveness, thereby reducing the financial burden on the City and its residents; and

WHEREAS, the terms and conditions of the agreement are outlined in the attached document, labeled as Exhibit A, which is incorporated by reference herein;

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

1. **Acceptance of Agreement:** The City Council hereby accepts the Recipient Construction Principal Forgiveness Agreement with the Drinking Water State Revolving Fund for a total amount of \$457,000.
2. **Authorization to Execute:** The City Manager and other authorized representatives are hereby directed to execute the agreement and take all necessary steps to fulfill its terms and implement the associated drinking water improvements.
3. **Acknowledgment of Benefits:** The City Council expresses its gratitude for the financial assistance provided by the Drinking Water State Revolving Fund and recognizes the positive impact this will have on the community.
4. **Effective Date:** This resolution shall take effect immediately upon its adoption.



ADOPTED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Trevor Olsen, Mayor

ATTEST:

Trent Herring, City Manager/Deputy Recorder



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

DIVISION OF DRINKING WATER
Nathan Lunstad, Ph. D., P.E.
Director

Drinking Water Board
Kristi Bell, Chair
Eric Franson, P.E., Vice-Chair
Dawn Ramsey
Justin Maughan
Corinna Harris
Jeff Coombs
Shazelle Terry
Blake Tullis, Ph.D.
Kimberly D. Shelley
Nathan Lunstad
Executive Secretary

January 6, 2025

Trevor Olsen, Mayor
Blanding City
50 West 100 South
Blanding, Utah 84511

Subject: **Federal SRF Loan Authorization and Procedures for Committal of Funds;**
Blanding City, System #19001, Project #3F1897 Additional Financial Assistance

Dear Mayor Olsen:

On June 22, 2022, the Drinking Water Board (hereinafter called the "Board") authorized a loan of \$457,000 with 100% principal forgiveness to San Juan County/Navajo Tribal Utility Association (NTUA) (hereinafter called the "Recipient") for installing water lines within and connecting the Westwater Subdivision to Blanding City's water system (hereinafter called the "Project"). NTUA subsequently received funding from another source and informed the Board. The Board received information that the \$457,00 could be used by Blanding City to cover increased project expenses incurred by the City to construct the new well, arsenic treatment facility, and other eligible project costs. On December 10, 2024, the Board authorized transferring the \$457,000 from San Juan County/NTUA to Blanding City to continue work on the Westwater Improvement Project.

Principal forgiveness will be deposited into the escrow account mentioned in item 1 after the principal forgiveness agreement is signed and executed and all other requirements outlined in this letter have been completed.

This financial assistance was approved subject to the availability of funds. The assistance represented by this authorization will be funded, in whole or in part, from the proceeds of a federal SRF Capitalization Grant (Section 1452 SDWA) to the State of Utah. Under the SRF Capitalization Grant Program, federal funds are to be made available to the State by way of authorized draws on a letter of credit over the construction period of the Project. Therefore, this authorization is expressly subject to the continued availability of federal funds through the SRF Capitalization Grant, and the letter of credit related thereto.

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144830 • Salt Lake City, UT 84114-4830
Telephone (801) 536-4200 • Fax (801) 536-4211 • T.D.D. (801) 536-4414

www.deq.utah.gov

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Trevor Olsen
January 6, 2025
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Neither the Board nor the State of Utah shall be bound by this authorization or by any obligation to provide further funds to the Recipient if the SRF Capitalization Grant funds to which this authorization relates are not awarded or if payments under the letter of credit are withheld for any reason.

Project completion is expected prior to June 30, 2026. If the Recipient fails to reasonably comply with the Project schedule, the Authorization may be withdrawn in accordance with R309-705-7.

The Construction Principal Forgiveness Agreement is attached to this Authorization Letter. Please complete the agreement, along with the notarized signatures, and return it to me as soon as possible. Once the agreement is fully executed, authorized funds will be transferred to the existing construction escrow account for this project and will be available for project cost reimbursement.

If you have any questions concerning the Project or this financial assistance, please contact me at (801) 674-2563.

Sincerely,

DRINKING WATER BOARD


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

MJG

Enclosure

1. Principal Forgiveness Agreement

cc: Michael J. Grange, DWSRF Project Manager, mgrange@utah.gov
DDW Finance

Contract #
 SRF Loan # 3F1897A
 Amount: \$457,000.00
 Recipient: Blanding City
 Tax ID # 87-6000875

RECIPIENT CONSTRUCTION PRINCIPAL FORGIVENESS AGREEMENT

DRINKING WATER STATE REVOLVING FUND

STATE OF UTAH

Department of Environmental Quality
 Drinking Water Board

This Recipient Construction Principal Forgiveness 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 principal forgiveness 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 \$ 457,000.00 (PRINCIPAL FORGIVENESS 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. If work on the Project is not completed by June 30, 2026 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 PRINCIPAL FORGIVENESS 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 and shall be disbursed only after all other funds have been disbursed on a pro-rata basis with other monies. 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 PRINCIPAL FORGIVENESS AMOUNT or a pro-rata share, must be returned to the BOARD. Surplus funds returned to the BOARD shall be applied as a reduction of the PRINCIPAL FORGIVENESS AMOUNT.
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 from 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 10, 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

STATE

Blanding City
50 West 100 South
Blanding, UT 84511

APPROVED - DRINKING WATER BOARD

By: _____

Date: _____

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

By: _____

Date: _____

Trevor Olsen
Mayor

APPROVED - DIVISION OF FINANCE

By: _____

Date: _____

James Francom
Finance Director

By: _____

Date: _____

JURAT

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

On this _____ day of _____, 20___, personally appeared before me Trevor Olsen and James Francom, who being by me duly sworn did say they are the duly authorized Mayor and Finance Director, respectfully, of Blanding City, a political subdivision of the State of Utah or a Utah Corporation, and that the foregoing instrument was signed in behalf of said political subdivision or corporation 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 or corporation executed the same.

Notary Public, residing at:

Date: _____

My Commission Expires:

Exhibit No. 1

WORK DESCRIPTION & COST BREAKDOWN

Blanding City

RECIPIENT CONSTRUCTION PRINCIPAL FORGIVENESS AGREEMENTPROJECT DESCRIPTION

Blanding City has requested and been approved for construction principal forgiveness from the Drinking Water Board. This construction principal forgiveness is for the increased cost of water system improvements to provide drinking water to the Westwater Subdivision. To partially fund the increased project costs, the Board authorized construction principal forgiveness of \$457,000.00 to the City.

SCOPE OF WORK

(Please attach a copy of the scope of work)

BUILDING PERMIT FLOWCHART

Go to Blanding.city/build and follow these steps to apply for a building permit:

- Meet with the **Building Official**
 - Verify Lot Zoning / Zoning Use
 - Verify Building Plan (Fees May Apply)
- Meet with the **Engineer/Public Works Director**
 - Verify Availability of Utilities
 - Utility Planning
- Utility Applications
 - Street Cut Application (If Applicable)
 - Payment done at the end application
 - Utility Application (If Applicable)
 - Payment done at the end application
 - Utility Billing Application (If Applicable)
 - Payment done at the end application
- Building Permit Part 1 (**Building Official**)
 - Make a City Inspect Account (If Applicable)
 - Builder Information
 - Owner Information
 - Project Cost / Valuation (If Applicable)
- Building Permit Part 2 (**Building Official**)
 - Complete Plan Set
 - Electrical
 - Framing
 - Foundation
 - Elevation
 - Plumbing
 - Site Plan
 - Layout of Utilities
 - Layout of Building
 - Layout of Land
- Building Permit Part 3 (**Building Official**)
 - Payment made through CityInspect or with City Clerk
- Review & Approval
 - Building Official
 - Technical Review Committee (If Applicable)
- Timeline
 - The review process will take 5-15 days to review and complete

Major Subdivision Application (5 Lots or 1.5 acres or larger) (Instructions)



WHAT TO DO:

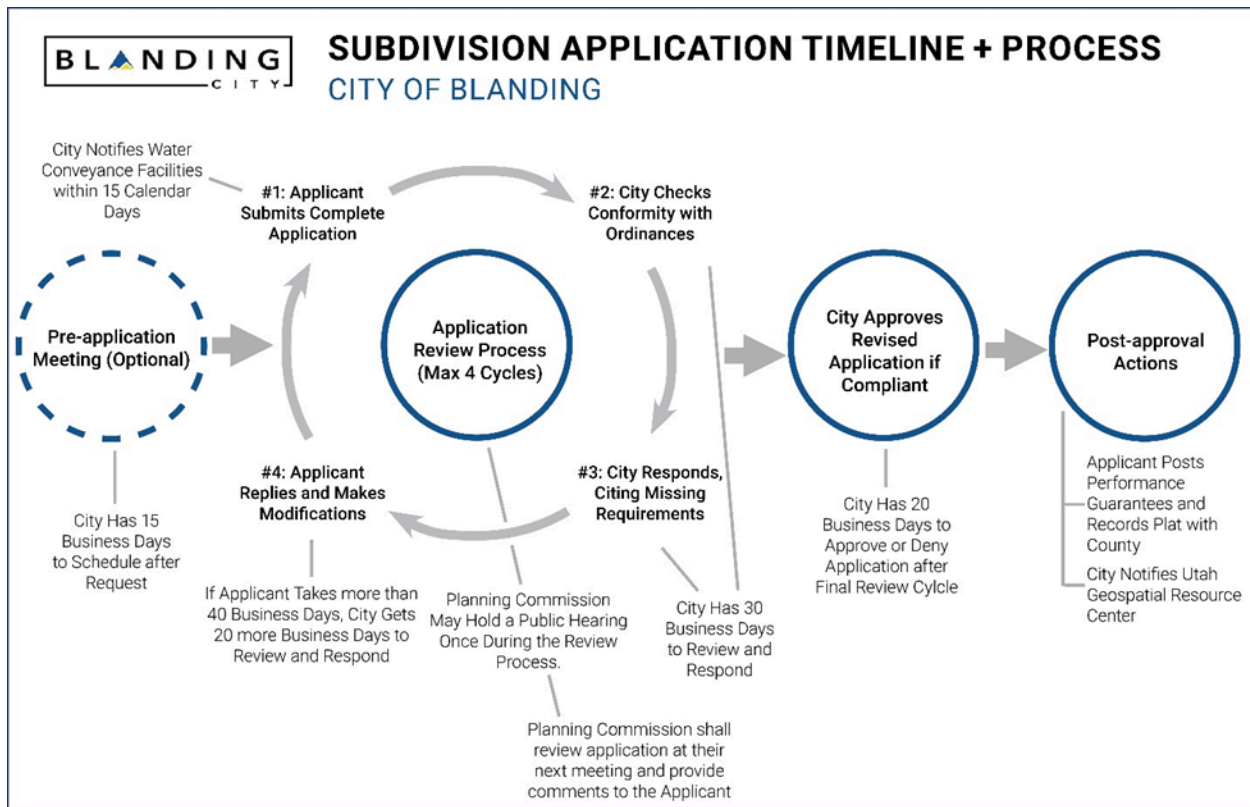
Submit this completed checklist and all supporting documents to the City Clerk at the City Office during office hours. Before submitting a subdivision application, applicants may request a Pre-Application Meeting. Pre-Application Meetings are not required but are helpful in navigating the application process.

WHAT TO EXPECT:

City staff will review your application and determine whether it is complete. It is your responsibility as the applicant to comply with City ordinances. Any application deemed incomplete will be returned to you for necessary corrections and will not be considered filed with the City until you have corrected and resubmitted it.

When your application is complete, the City will review and respond to your application within 30 business days. You may be required to revise your application to conform to City ordinances and standards or to better protect the health and safety of Blanding residents. If the City approves your final plan, you must complete or provide assurances for any required improvements before recording the final plat.

The review and approval process, as well as the application requirements, are governed by Chapter 11 of the Blanding Land Use Ordinance . The flowchart below summarizes the final plan application review and approval process.



Major Subdivision Application



Name of Proposed Subdivision: _____

County Tax Parcel Number: _____

Current Zoning of Property: _____

<p><i>THIS BOX IS FOR OFFICIAL USE ONLY:</i></p> <p>Date Received: _____</p> <p>Receipt #: _____</p> <p>Amount Paid: _____</p>

----- CONTACT INFORMATION -----

<p style="text-align: center;">Applicant Information</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p style="text-align: center;">Property Owner #1 Information</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
<p style="text-align: center;">Property Owner #2 Information (If Applicable)*</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p style="text-align: center;">Property Owner #3 Information (If Applicable)*</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
<p style="text-align: center;">Engineer's Information (If Applicable)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p style="text-align: center;">Surveyor's Information (If Applicable)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>

**If the property to be subdivided has more than three owners, attach supplemental information for remaining owners.*

----- DOCUMENT CHECKLIST -----

- 1 _____ **An approved land use application** that describes how the property will be used after it is subdivided.
 - a _____ If the intended use is permitted by right under City ordinances, the land use application must include citations to the specific ordinance(s) that the applicant believes authorizes the intended use.
 - b _____ If the intended use is prohibited under City ordinances and requires a variance, the land use application must include an *approved*, City-issued variance authorizing the intended use. Should an applicant seek a

variance concurrently with a related subdivision application, the subdivision application shall be considered incomplete until the variance is issued.

c _____ If the intended use will result in development of an open space zone, the applicant must receive special zoning approval, and a permit as required under the Blanding City Zoning Ordinance.

2 _____ **A plat.** The plat must be accurate and must be drawn to scale, in detail, and in accordance with generally accepted surveying standards and the acceptable filing standards of the County Recorder's Office. The plat must include:

a _____ The proposed subdivision name, which must be distinct from any subdivision name on a plat recorded in the County Recorder's office, and the general location of the subdivision, in bold letters at the top of the sheet.

b _____ The boundaries, course, and dimensions of all proposed parcels.

c _____ The lot or unit reference; block or building reference; street or site address; street name or coordinate address; acreage or square footage for all parcels, units, or lots; and length and width of the blocks and lots intended for sale.

d _____ Every existing right-of-way and recorded easement located within the plat for underground, water, and utility facilities.

e _____ Any known and unrecorded water conveyance facility located within 100 feet of a subdivision plat, entirely or partially.

f _____ Whether any parcel is intended to be used as a street or for any other public use.

g _____ Whether any parcel is reserved or proposed for dedication for a common area or common area and facilities.

h _____ If the subdivision includes a condominium, the requirements found in Utah Code §57-8-13, as amended.

3 _____ **Studies and Reports:**

a _____ A traffic study completed by a qualified expert, if one is required by an applicable UDOT Access Management Plan.

b _____ A water report from a qualified expert, regarding flood risks and stormwater needs.

c _____ A soils report from a qualified soils engineer, identifying the types of soils within the proposed subdivision area and identifying any soil constraints on the proposed subdivision.

4 _____ **An improvement plan,** created in accordance with applicable portions of Section 11.5 of Blanding Ordinance, for all public improvements proposed by the applicant or required by City ordinances.

a _____ In addition to the requirements in Section 11.5, the improvement plan must contain an engineer's estimate of the cost of completing the required improvements.

5 _____ **Certifications,** including:

a _____ A Title Report or Title Insurance Policy for the land to be subdivided verifying property ownership.

b _____ A Tax Clearance Certificate from the state indicating that all taxes, interest, and penalties owing on the land have been paid.

c _____ An affidavit from the applicant certifying that the submitted information is true and accurate (EXAMPLE ON PAGE 5).

d _____ Certification that the surveyor who prepared the plat:

i _____ Holds a license in accordance with Utah Code 58-22; and either

- (1) _____ Has completed a survey of the property described on the plat in accordance with state requirements and has verified all measurements; or
 - (2) _____ Has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; and
- ii _____ Has placed monuments as represented on the plat.
- iii _____ Has, to the extent possible, consulted with the owner or operator, or a representative designated by the owner or operator, of any existing water conveyance facility located within the proposed subdivision, or of any existing or proposed underground facility or utility facility located within the proposed subdivision, to verify the accuracy of the surveyor's depiction of the:
- (1) _____ Boundary, course, dimensions, and intended use of the public rights-of-way, a public or private easement, or grants of record;
 - (2) _____ Location of the existing water conveyance facility, or the existing or proposed underground facility or utility facility; and
 - (3) _____ Physical restrictions governing the location of the existing or proposed underground facility or utility facility.
- e _____ Certification of application approval from the culinary water authority, the sanitary sewer authority, the local health department, the local fire department, and the local public safety answering point.
- 6 _____ **Binding dedication documents**, including:
- a _____ As applicable, formal, irrevocable offers for dedication to the public of streets, City uses, utilities, parks, easements, and other spaces, signed by each owner of the land to be subdivided.
 - b _____ If the plat is to be part of a community association, signed and binding documents conveying to the association all common areas.
- 7 _____ An electronic copy of all plans in PDF format, plus an electronic copy of the plat in AutoCAD format.
- 8 _____ Payment of any subdivision-application-processing fees required by the City (see the City's Fee Schedule).
- 9 _____ Any other information the Planning Commission deems necessary to ensure compliance with ordinances and safety.

----- EXAMPLE CERTIFICATIONS -----

[See following pages.]

APPLICANT’S AFFIDAVIT – SUBDIVISION APPLICATION

Name of Proposed Subdivision: _____

County Tax Parcel Number of Property to Be Subdivided: _____

I, _____ (applicant/agent name), certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Blanding may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Blanding Land Use Code and understand that items and checklists contained in this application are basic and to the minimum requirements only and that other requirements may be imposed to ensure compliance with City ordinances or to protect the health and safety of City residents. Additionally, I agree to pay all fees associated with this application, as set by the currently adopted Blanding City Fee Schedule.

Signed:

Applicant/Agent

Date

Subscribed and sworn to before me:

Notary Public

Date

Notary Seal:

Minor Subdivision Application (Up to 1.5 acres) (Instructions)



WHAT TO DO:

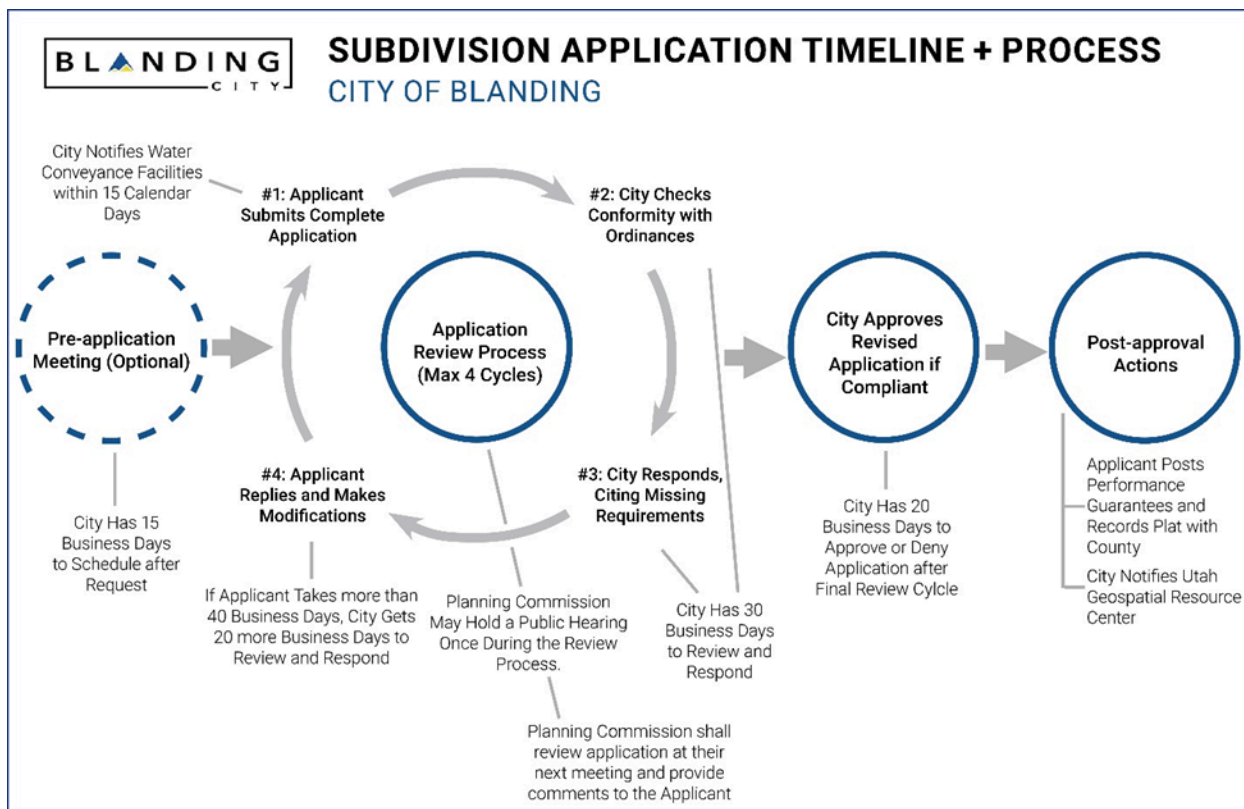
Submit this completed checklist and all supporting documents to the City Clerk at the City Office during office hours. Before submitting a subdivision application, applicants may request a Pre-Application Meeting. Pre-Application Meetings are not required but are helpful in navigating the application process.

WHAT TO EXPECT:

City staff will review your application and determine whether it is complete. It is your responsibility as the applicant to comply with City ordinances. Any application deemed incomplete will be returned to you for necessary corrections and will not be considered filed with the City until you have corrected and resubmitted it.

When your application is complete, the City will review and respond to your application within 30 business days. You may be required to revise your application to conform to City ordinances and standards or to better protect the health and safety of Blanding residents. If the City approves your final plan, you must complete or provide assurances for any required improvements before recording the final plat.

The review and approval process, as well as the application requirements, are governed by Chapter 11 of the Blanding Land Use Ordinance . The flowchart below summarizes the final plan application review and approval process.



Minor Subdivision Application



Name of Proposed Subdivision: _____

County Tax Parcel Number: _____

Current Zoning of Property: _____

<p><i>THIS BOX IS FOR OFFICIAL USE ONLY:</i></p> <p>Date Received: _____</p> <p>Receipt #: _____</p> <p>Amount Paid: _____</p>

----- CONTACT INFORMATION -----

<p style="text-align: center;">Applicant Information</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p style="text-align: center;">Property Owner #1 Information</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
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<p style="text-align: center;">Engineer's Information (If Applicable)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p style="text-align: center;">Surveyor's Information (If Applicable)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>

**If the property to be subdivided has more than three owners, attach supplemental information for remaining owners.*

----- DOCUMENT CHECKLIST -----

- 1 _____ **An approved land use application** that describes how the property will be used after it is subdivided.
 - a _____ If the intended use is permitted by right under City ordinances, the land use application must include citations to the specific ordinance(s) that the applicant believes authorizes the intended use.
 - b _____ If the intended use is prohibited under City ordinances and requires a variance, the land use application must include an *approved*, City-issued variance authorizing the intended use. Should an applicant seek a

variance concurrently with a related subdivision application, the subdivision application shall be considered incomplete until the variance is issued.

- c _____ If the intended use will result in development of an open space zone, the applicant must receive special zoning approval, and a permit as required under the Blanding City Zoning Ordinance.
- 2 _____ **A plat.** The plat must be accurate and must be drawn to scale, in detail, and in accordance with generally accepted surveying standards and the acceptable filing standards of the County Recorder's Office. The plat must include:
- a _____ The proposed subdivision name, which must be distinct from any subdivision name on a plat recorded in the County Recorder's office, and the general location of the subdivision, in bold letters at the top of the sheet.
- b _____ The boundaries, course, and dimensions of all proposed parcels.
- c _____ The lot or unit reference; block or building reference; street or site address; street name or coordinate address; acreage or square footage for all parcels, units, or lots; and length and width of the blocks and lots intended for sale.
- d _____ Every existing right-of-way and recorded easement located within the plat for underground, water, and utility facilities.
- e _____ Any known and unrecorded water conveyance facility located within 100 feet of a subdivision plat, entirely or partially.
- f _____ Whether any parcel is intended to be used as a street or for any other public use.
- g _____ Whether any parcel is reserved or proposed for dedication for a common area or common area and facilities.
- h _____ If the subdivision includes a condominium, the requirements found in Utah Code §57-8-13, as amended.
- 3 _____ **Studies and Reports** – No studies or reports are required, unless any of the proposed lots are not serviced by the public sewer system. In that case, a report showing percolation rates is required.
- 4 _____ **Improvements**
- a _____ Verification regarding utility availability to the subdivision and the subdivider's responsibility regarding the same, as well as the subdivider's responsibilities regarding improvements to the public right of way (i.e., road work, sidewalk, curb, and gutter)
- b _____ A proposed curb and gutter are required if one does not already exist. The City strongly encourages the placement of a sidewalk along the property frontage.
- 5 _____ **Certifications**, including:
- a _____ A Title Report or Title Insurance Policy for the land to be subdivided verifying property ownership.
- b _____ A Tax Clearance Certificate from the state indicating that all taxes, interest, and penalties owing on the land have been paid.
- c _____ An affidavit from the applicant certifying that the submitted information is true and accurate (EXAMPLE ON PAGE 5).
- d _____ Certification that the surveyor who prepared the plat:
- i _____ Holds a license in accordance with Utah Code 58-22; and either
- (1) _____ Has completed a survey of the property described on the plat in accordance with state requirements and has verified all measurements; or

- (2) _____ Has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; and
- ii _____ Has placed monuments as represented on the plat.
- iii _____ Has, to the extent possible, consulted with the owner or operator, or a representative designated by the owner or operator, of any existing water conveyance facility located within the proposed subdivision, or of any existing or proposed underground facility or utility facility located within the proposed subdivision, to verify the accuracy of the surveyor's depiction of the:
 - (1) _____ Boundary, course, dimensions, and intended use of the public rights-of-way, a public or private easement, or grants of record;
 - (2) _____ Location of the existing water conveyance facility, or the existing or proposed underground facility or utility facility; and
 - (3) _____ Physical restrictions governing the location of the existing or proposed underground facility or utility facility.
- e _____ Certification of application approval from the culinary water authority, the sanitary sewer authority, the local health department, the local fire department, and the local public safety answering point.
- 6 _____ **Binding dedication documents**, including:
 - a _____ As applicable, formal, irrevocable offers for dedication to the public of streets, City uses, utilities, parks, easements, and other spaces, signed by each owner of the land to be subdivided.
 - b _____ If the plat is to be part of a community association, signed and binding documents conveying to the association all common areas.
- 7 _____ The name, address, and contact information of the landowners(s), applicant, and surveyor/engineer, as applicable.
- 8 _____ An electronic copy of all plans in PDF format, plus an electronic copy of the plat in AutoCAD format.
- 9 _____ Payment of any subdivision-application-processing fees required by the City (see the City's Fee Schedule).
- 10 _____ Any other information the Planning Commission deems necessary to ensure compliance with ordinances and safety.

----- EXAMPLE CERTIFICATIONS -----

[See following pages.]

APPLICANT'S AFFIDAVIT – SUBDIVISION APPLICATION

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County Tax Parcel Number of Property to Be Subdivided: _____

I, _____ (applicant/agent name), certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Blanding may rescind any approval or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Blanding Land Use Code and understand that items and checklists contained in this application are basic and to the minimum requirements only and that other requirements may be imposed to ensure compliance with City ordinances or to protect the health and safety of City residents. Additionally, I agree to pay all fees associated with this application, as set by the currently adopted Blanding City Fee Schedule.

Signed:

Applicant/Agent

Date

Subscribed and sworn to before me:

Notary Public

Date

Notary Seal: