



## City Council Meeting/Work Session

**Tuesday, June 24, 2025 at 7:00 pm**

Attendees: Mayor Bayley Hedglin, Councilmember Kirk Crowley, Councilmember Ron Skinner, Councilmember Nathan Chamberlain, Councilmember Kevin Dunn, Councilmember George Rice, City Manager Kaeden Kulow, Assistant City Manager Megan Gallegos, City Recorder Melissa Gill

### Monticello City Council Meeting

**Meeting Location: Hideout Community Center 648 S Hideout Way**

1. Call to Order
2. Invocation/Opening Remarks/Pledge of Allegiance
3. Public Comment
4. Public Hearing: §6-2: Use Of All-Terrain Recreational Vehicles (ATV) Within City Limits (discussion)

Attachments:

- **ATV Code Updates 250516** (ATV\_Code\_Updates\_250516.pdf)

5. Recreation Update (discussion/action)
6. Use of Fire/Fireworks Within City Limits (discussion/action)

Attachments:

- **Fire Discussion City Map** (Fire\_Discussion\_City\_Map.pdf)

7. Consider for Approval: Gas Franchise Agreement with Enbridge (discussion/action)

Attachments:

- **Enbridge Franchise Agreement- May 14** (Enbridge\_Franchise\_Agreement-\_May\_14.pdf)
- **Gas Franchise 1974** (Gas\_Franchise\_1974.pdf)

8. Consider for Approval: Resolution 2025-07 Monticello City 2024/2025 FY Final Budget and 2025/2024 FY Tentative Budget(discussion/action)

Roll Call Vote

Attachments:

- **Budget Packet FY25 & FY26** (Budget\_Packet\_FY25\_\_\_FY26.pdf)
- **Resolution 2025-07 Budgets** (Resolution\_2025-07\_Budgets.pdf)

9. Consider for Approval: Resolution 2025-08 Final Tax Rates (discussion/action)

Roll Call Vote

**Attachments:**

- **Certified Tax Rate Forms** (Certified\_Tax\_Rate\_Forms.pdf)

**10. Consider for Approval: Sewer Replacement Bid (discussion/action)**

**Attachments:**

- **Engineer's Recommendation - Sewer Bids** (Engineer\_s\_Recommendation\_-\_Sewer\_Bids.pdf)

**11. Determine Future of Monticello City Justice Court (discussion/action)**

**Attachments:**

- **Justice Court Presentation to Monticello City** (Justice\_Court\_Presentation\_to\_Monticello\_City.pdf)
- **Justice Court Interlocal - Draft** (Justice\_Court\_Interlocal\_-\_Draft.pdf)

**12. Monticello City RV Code Discussion**

**Attachments:**

- **Rv Code Sections** (Rv\_Code\_Sections.pdf)

**13. Monticello City Meeting Policy Review (discussion/action)**

**Attachments:**

- **Rules of Order and Procedure for City Council and Planning Commission** (Rules\_of\_Order\_and\_Procedure\_for\_City\_Council\_and\_Planning\_Commission.pdf)

**14. Monticello City Parks Update (discussion/action)**

**Attachments:**

- **Megan minor park report** (Megan\_minor\_park\_report.pdf)

**15. Monticello City Pool Update (discussion/action)**

**Attachments:**

- **2506 Pool Report** (2506\_Pool\_Report.pdf)

**16. Follow Up Items (discussion)**

**17. Administrative Communications**

**18. Consider Upcoming Agenda Items (action)**

**19. Adjournment (action)**

**AUDIO FILE**

**NOTICE OF SPECIAL ACCOMMODATIONS**

THE PUBLIC IS INVITED TO ATTEND ALL CITY MEETINGS In accordance with the Americans with Disabilities Act, anyone needing special accommodations to attend a meeting may contact the City Office, 587-2271, at least three working days prior to the meeting. City Council may adjourn to closed session by majority vote, pursuant to Utah Code §52-4-4 & 5. The order of agenda items may

change to accommodate the needs of the City Council, the staff, and the public.

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Contact: Melissa Gill, Recorder (melissa@monticelloutah.org 435-587-2271) | Agenda published on 06/20/2025 at 12:56 PM

## CHAPTER 2

### USE OF ALL-TERRAIN RECREATIONAL VEHICLES (ATV) WITHIN CITY LIMITS

#### SECTION:

6-2-1 : Definitions

6-2-2 : Street-Legal ATV

6-2-3 : Terms And Conditions Of OHV Use

6-2-4 : Off-Highway Implement Of Husbandry

6-2-5: Protective Headgear Requirements

6-2-6: Operation Of OHVs On Nondesignated City Streets Or State Highways In City Limits

6-2-7: No Liability

6-2-8: Insurance Requirements

6-2-9: Authority To Enforce

6-2-10: Penalties Imposed

#### 6-2-1 : DEFINITIONS:

As used in this chapter:

**ALL-TERRAIN TYPE I VEHICLE:** Any motor vehicle 52 inches or less in width, having an unladen dry weight of 1,500 pounds or less, traveling on three or more low pressure tires, having a seat designed to be straddled by the operator, and designed for or capable of travel over unimproved terrain, consistent with Utah Code Ann. § 41-6a-102(2).

**ALL-TERRAIN TYPE II VEHICLE:** Any motor vehicle 80 inches or less in width, traveling on four or more low pressure tires, having a steering wheel, non-straddle seating, a rollover protection system, and designed for or capable of travel over unimproved terrain, and is either an electric-powered vehicle or a vehicle powered by an internal combustion engine with an unladen dry weight of 3,500 pounds or less, consistent with Utah Code Ann. § 41-6a-102(3). This does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed or modified primarily for recreational use on unimproved terrain, or farm tractors as defined under Utah Code Ann. § 41-1a-102.

**ALL-TERRAIN TYPE III VEHICLE:** Any other motor vehicle that is designed for or capable of travel over unimproved terrain and is not an all-terrain type I vehicle, an all-terrain type II vehicle, a motorcycle, or snowmobile, consistent with Utah Code Ann. § 41-6a-102(4). This does not include golf carts, any vehicle designed to carry a person with a disability, any vehicle not specifically designed or modified primarily for recreational use on unimproved terrain, or farm tractors as defined under Utah Code Ann. § 41-1a-102.

**LEGAL ROUTE:** Any public street within the city of Monticello except for U.S. Highway 191 and U.S. Highway 491.

**MOTORCYCLE:** Either (1) a motor vehicle, other than a tractor, having a seat or saddle for the use of the rider and designed to travel with not more than three wheels in contact with the ground; or (2) an autocycle, consistent with Utah Code Ann. § 41-6a-102(46).

**OFF-HIGHWAY IMPLEMENT OF HUSBANDRY:** Any all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, motorcycle, or snowmobile that is used by the owner or the owner's agent for agricultural operations, consistent with Utah Code Ann. § 41-6a-102(48).

**OFF-HIGHWAY VEHICLE (OHV):** Any snowmobile, all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle, consistent with Utah Code Ann. § 41-6a-102(49).

**OPERATE:** To control the movement of or otherwise use an off-highway vehicle, consistent with Utah Code Ann. § 41-6a-102(50).

**OPERATOR:** Either (1) a natural person who performs in real-time all or part of the dynamic driving task; or (2) hardware and software that are collectively capable of performing the entire dynamic driving task on a sustained basis, regardless of whether such is limited to a specific operational design domain, if any, consistent with Utah Code Ann. § 41-6a-102(51).

**OWNER'S OR OPERATOR'S SECURITY, OWNER'S SECURITY, OR OPERATOR'S SECURITY:** Any of the following, consistent with Utah Code Ann. § 41-12a-103(10):

- A. An insurance policy or combination of policies conforming to Utah Code Ann. § 31A-22-302, which is issued by an insurer authorized to do business in Utah.
- B. An insurance policy or combination of policies issued or renewed prior to January 1, 2009, that:
  - a. conformed to the minimum coverage limits of Utah Code Ann. § 31A-22-304 prior to January 1, 2009; and
  - b. conform to the current requirements other than the minimum coverage limits of policies issued in accordance with Utah Code Ann. § 31A-22-302.
- C. A surety bond issued by an insurer authorized to do a surety business in Utah in which the surety is subject to the minimum coverage limits and other requirements of policies conforming to Utah Code Ann. § 31A-22-302, which names the department as a creditor under the bond for the use of persons entitled to the proceeds of the bond.
- D. A deposit with the state treasurer of cash or securities complying with Utah Code Ann. § 41-12a-406.
- E. A certificate of self-funded coverage under Utah Code Ann. § 41-12a-407.

F. A policy conforming to Utah Code Ann. § 31A-22-302 issued by the Risk Management Fund created in Utah Code Ann. § 63A-4-201.

**SNOWMOBILE:** Any motor vehicle designed for travel on snow or ice and steered and supported in whole or in part by skis, belts, cleats, runners, or low pressure tires, and equipped with a saddle or seat for the use of the rider, consistent with Utah Code Ann. § 41-22-2(22).

**STREET-LEGAL ALL-TERRAIN VEHICLE (STREET-LEGAL ATV):** Any all-terrain type I vehicle, all-terrain type II vehicle, or all-terrain type III vehicle, that is modified to meet the requirements of and to operate on highways in the state in accordance with Utah Code Ann. § 41-6a-1509, consistent with Utah Code Ann. § 41-6a-102(77).

#### 6-2-2 : STREET-LEGAL ATV:

A street-legal ATV may be operated on any city street or state highway in city limits that is at least one lane in each direction under the following terms and conditions:

- A Said allowance must be in accordance with Utah Code Ann. § 41-6a-1509.
- B Street-legal ATV is legally licensed and registered.
- C Street-legal ATV is in a safe running condition.
- D Street-legal ATV is being operated in a safe manner.
- E Street-legal ATV operator is obeying all state and city traffic laws.
- F Street-legal ATV operator holds a legal driver's license. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### 6-2-3 : TERMS AND CONDITIONS OF OHV USE:

Monticello city streets except for U.S. Highway 191 and U.S. Highway 491 (hereinafter called legal route) are hereby declared open for off highway vehicle use under the following conditions and/or restrictions:

- A. Compliance with Utah Code Ann. § 41-22-37.

##### ***Option 1***

- ~~A The OHV operator is using a legal route to gain direct access to or from a private or public area open for off highway vehicle use.~~
- ~~B The OHV operator is using a legal route to go to or from an operating hotel, motel, restaurant, gas station, convenience store, grocery store, retail store, trading post, visitor center or financial institution.~~

**\*Recommendation – Remove B\***

~~C An OHV is not being used for general transportation unassociated with preparing for or returning from a recreational ride of the OHV that same day.~~

A. OHV may openly travel throughout the city in regards to the restriction listed below.

**Option 2**

~~A The OHV operator is using a legal route to gain direct access to or from a private or public area open for off highway vehicle use.~~

~~B The OHV operator is using a legal route to go to or from an operating hotel, motel, restaurant, gas station, convenience store, grocery store, retail store, trading post, visitor center or financial institution.~~

**\*Recommendation – Remove B\***

~~C An OHV is not being used for general transportation unassociated with preparing for or returning from a recreational ride of the OHV that same day.~~

D OHV is legally licensed and registered.

E OHV is in a safe running condition.

F OHV is being operated in a safe manner.

G OHV operator is obeying all state and city traffic laws.

H OHV is not driven on 200 West from 200 South to 400 North.

OHV are not permitted to travel along HWY-191 or HWY-491 but may cross at designated intersections not including the intersection at Main and Center Street.

~~I An OHV operator holds a legal driver's license or an OHV education certificate issued by the Utah division of parks and recreation. Unlicensed operation of an OHV is only permitted if the operator holds an OHV education certificate.~~

I. An OHV operator holds a legal driver's license and an OHV education certificate issued by the State of Utah. Driver's that are unlicensed must hold an age-appropriate OHV education certificate issued by the State of Utah. Certificates must be available at all times during operation.

- OHV operated by unlicensed drivers can only travel within the city while being accompanied by a licensed driver. Each driver may have their OHV to operate or can share equipment if designed for multiple passengers. Unaccompanied travel by unlicensed drivers is prohibited within City limits.

~~J. The OHV when driven day or night must have working headlights and taillights. The headlights must be on at all times the OHV is being driven on any legal route.~~

**J. OHV's shall only be operated during daylight hours unless equipped with head and taillights.**

a. For OHV equipped with lights, the lights are required to be on during evening or nighttime travel on streets and highways.

**K. No three-wheel ATV or OHV type vehicles are allowed on city streets. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)**

#### **6-2-4 : OFF-HIGHWAY IMPLEMENT OF HUSBANDRY:**

Restrictions do not apply to off-highway implements of husbandry used in accordance with state law section 41-22-5.5. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### **6-2-5 : PROTECTIVE HEADGEAR REQUIREMENTS:**

Per Utah Code Ann. § 41-22-10.8:

- A. A person under the age of eighteen (18) may not operate or ride on an OHV in city limits unless the person is wearing properly fitted and fastened, United States Department of Transportation safety-rated protective headgear designed for motorized vehicle use.
- B. The owner of an OHV may not give permission to a person under the age of eighteen (18) to operate or ride on the OHV in violation of Subsection A.
- C. An operator and passengers of off-highway implements of husbandry operated in the manner prescribed by Utah Code Ann. § 41-22-5.5(3)–(4) are exempt from the requirements of this section. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)
- D. A violation of this section is an infraction punishable by a fine of not more than \$50 per offense.

#### **6-2-6 : OPERATION OF OHVs ON NONDESIGNATED CITY STREETS OR STATE HIGHWAYS IN CITY LIMITS:**

An operator may not operate an OHV upon any city street or state highway within city limits not designated as open to off highway vehicle use except:

A. When crossing said street or highway and the operator comes to a complete stop before crossing, proceeds only after yielding the right of way to oncoming traffic, and crosses at a right angle;

B When loading or unloading an off highway vehicle from a vehicle or trailer, which shall be done with due regard for safety, and at the nearest practical point of operation;

C When an emergency exists, during any period of time and at those locations when the operation of conventional motor vehicles is impractical or when the operation is directed by the city police chief or city mayor; or

D When operating a street legal all-terrain vehicle on a highway in accordance with state law section 41-6a-1509. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### 6-2-7 : NO LIABILITY:

In accordance with Utah Code Ann. § 41-22-10.1, liability may not be imposed on any federal, state, county, or municipality relating to the designation or maintenance of any land, trail, street, or highway open for off highway vehicle use. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### 6-2-8 : INSURANCE REQUIREMENTS:

In accordance with Utah Code Ann. § 41-12a-301, owner's or operator's security is not required for OHVs registered under Utah Code Ann. § 41-22-3 when operated either:

- A On a highway (includes legal route) designated as open for OHV use; or
- B In the manner prescribed by Utah Code Ann. § 41-22-10.3(1)-(3). (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### 6-2-9 : AUTHORITY TO ENFORCE:

The police department or other legal policing authority is given all rights to write citations to those individuals breaking laws as outlined in this chapter. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)

#### 6-2-10 : PENALTIES IMPOSED:

Unless otherwise specified, a person who violates this chapter is guilty of an infraction and will be penalized in accordance with Monticello city ordinances governing the same. (Ord. 2009-14, 5-26-2009, eff. retroactive to 4-13-2009)



ORDINANCE NO. 2025-03

DATE: June 24, 2025

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN Monticello, San Juan COUNTY, STATE OF UTAH.

Questar Gas Company, dba Enbridge Gas Utah, a Utah corporation (Enbridge Gas Utah) desires to construct, maintain and operate a gas distribution system within the City of Monticello (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Enbridge Gas Utah to use the roads and streets within the City for such purpose;

NOW THEREFORE the City Council ordains as follows:

1. Grant of Franchise. The City grants to Enbridge Gas Utah a nonexclusive franchise (Franchise) to construct, maintain and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, "Streets") a distribution system for furnishing natural and manufactured gas to the City and its inhabitants for heating and other purposes. Enbridge Gas Utah shall have the right to erect, construct, equip and maintain along, over and under the Streets a system of mains, pipes, laterals and related equipment ("Facilities") as are reasonably necessary for supplying gas service in accordance with this Franchise.

2. Consideration. In consideration of this Franchise, Enbridge Gas Utah shall pay to the City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

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3. **Term.** This Franchise is granted for an initial term of twenty (20) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The City may terminate the Franchise at the end of the initial term, or any renewal period, by giving Enbridge Gas Utah written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance.** Within sixty (60) days after the passage of this ordinance, Enbridge Gas Utah shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. All Facilities that are installed during the term of the Franchise shall be sited without unreasonable additional cost to Enbridge Gas Utah to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

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Enbridge Gas Utah shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

6. **Compliance with Ordinances – Conflict.** Enbridge Gas Utah shall comply with all City ordinances, regulations and requirements and shall pay all applicable excavation fees and

charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Enbridge Gas Utah, including this Franchise and any lawful revisions made and accepted by Enbridge Gas Utah during the term of the Franchise.

The City shall have the right to inspect the construction, operation and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event Enbridge Gas Utah should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give Enbridge Gas Utah written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of Enbridge Gas Utah to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Enbridge Gas Utah including any minimum cost provided by ordinance. Nothing in this Franchise limits Enbridge Gas Utah's right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the City or Enbridge Gas Utah, as reasonably necessary, Enbridge Gas Utah and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

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8. **Relocation.** Upon written notice to Enbridge Gas Utah, the City may require the relocation and removal or reinstallation (collectively, “Relocation”) of any Facilities located in, on, along, over, across, through, or under any of the Streets located within the City Right-of-Way. After receipt of such written notice, Enbridge Gas Utah shall diligently carry out the process of Relocation of its Facilities as may be reasonably necessary to meet the City’s requirements provided that the City provides Enbridge Gas Utah with a new location reasonably suited for the Facilities, at the reasonable discretion of Enbridge Gas Utah. The Relocation of Facilities by Enbridge Gas Utah shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Enbridge Gas Utah franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City’s expense. Enbridge Gas Utah shall not pay any costs of relocation regardless of the location of the right-of-way for projects and purposes related to private development. Following Relocation of any Facilities, Enbridge Gas Utah may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Enbridge Gas Utah up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds.

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Notwithstanding the preceding paragraph, Enbridge Gas Utah shall be responsible for any costs associated with an authorized City project that are not attributable to Enbridge Gas Utah's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

9. **Terms of Service.** Enbridge Gas Utah shall furnish gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Enbridge Gas Utah, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Enbridge Gas Utah may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Enbridge Gas Utah shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Enbridge Gas Utah's rules and regulations.

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10. **Indemnification.** Enbridge Gas Utah shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the exercise by Enbridge Gas Utah of its rights under this Franchise, and Enbridge Gas Utah shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, Enbridge Gas Utah shall not be obligated to indemnify, defend or hold the City harmless to the

extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

11. **Assignment.** Enbridge Gas Utah may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Enbridge Gas Utah, to any entity having fifty percent (50%) or more direct or indirect common ownership with Enbridge Gas Utah, or to any successor-in-interest or transferee of Enbridge Gas Utah having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Enbridge Gas Utah shall not transfer, assign or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld or delayed. Inclusion of the Franchise as an asset of Enbridge Gas Utah subject to the liens and mortgages of Enbridge Gas Utah shall not constitute a transfer or assignment requiring the City's prior written consent.

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12. **Designation of Representative.** The Parties respective designated representatives authorized to receive and respond to issues and inquiries by the other Party in connection with the Franchise are set forth below. The Parties may designate a new representative from time to time upon prior written notice to the City.

Enbridge Gas Utah  
Attn: Key Accounts Manager  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360  
Phone: 801-324-\_\_\_\_\_  
E-mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

13. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any City ordinances.

14. **Bonding/Permit fees.** The City expressly waives any type of bond requirement for Enbridge Gas Utah for City requested relocations as well as Enbridge Gas Utah replacement, repair, testing, or maintenance projects within the City right-of-way. Further, the City expressly waives any type of required permitting fees for City requested relocations as well as Enbridge Gas Utah replacement, repair, testing, or maintenance projects within the City right-of-way. The waiver of the foregoing bond and permitting fee requirements shall not include projects related to private development in which case the City shall accept required bond and fees from the owner, developers, or contractor requesting the project.

15. **Subcontractors:** Enbridge Gas Utah may subcontract with third parties, at its sole discretion, for the provisions of any of the services contemplated by this Agreement, and so doing does not create or pose third-party beneficiary status upon City.

16. **Contamination:** If Enbridge Gas Utah encounters any contaminated soil or groundwater during the Work that requires remediation, or disposal, or poses a hazard as determined solely by Enbridge Gas Utah, Enbridge Gas Utah may suspend the Work until the contamination is removed, disposed of, and/or appropriately remediated to Enbridge Gas Utah's satisfaction and at no cost to Enbridge Gas Utah. Upon written notice to the City, if Enbridge Gas Utah elects to remediate the contamination, City shall pay all costs incurred by Enbridge Gas Utah arising from or caused by the remediation as Additional Construction Costs.

17. **Safety/Emergency Access:** At all times, Enbridge Gas Utah shall have immediate access to, and authorization to perform whatever action necessary to its Facilities in the event of an emergency or under any circumstances where the safety of any person or property may be compromised. In such event, Enbridge Gas Utah shall notify the City as quickly as practicable as circumstances dictate.

18. **Ownership of Facilities:** The Facilities that Enbridge Gas Utah constructs to render natural gas service shall at all times remain solely the property of Enbridge Gas Utah. Enbridge Gas Utah may render services from these Facilities and otherwise utilize them as it sees fit without liability of any kind, or obligation to any party.

19. **Minimum Distance:** City shall not install and shall not permit the installation of any underground facilities within three (3) feet horizontally or one foot vertically from Enbridge Gas Utah's Facilities. City shall not install and shall not permit the installation of any above-ground structures within fifteen (15) feet of Enbridge Gas' Facilities.

20. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

21. **Natural Gas Service:** The Agreement is for natural gas facilities only and is not an agreement to provide natural gas service. Upon completion of the Facilities, Enbridge Gas Utah shall provide natural gas service utilizing the Facilities in accordance with Enbridge Gas Utah Natural Gas Tariff ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time. No Party shall be precluded from this Agreement from petitioning the Commission for modification of any applicable rate schedules or rules and regulations pertaining to natural gas service. Nothing in this Agreement shall be deemed to require Enbridge Gas Utah to install additional capacity to serve future needs.

22. **Amendment.** This ordinance shall not be altered or amended unless mutually agreed upon in writing by Enbridge Gas Utah and the City.

23. **Survival of Terms:** The Parties' obligations of indemnity and limitations of damages shall survive termination of this Agreement.

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24. **Waiver:** The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

25. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Enbridge Gas Utah as established above.

26. **Entire Agreement:** This Agreement contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communication, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the parties. This Agreement may not be amended except in writing signed by the Parties.

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27. **Counterpart:** This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

28. **Authority:** Each person signing this Agreement warrants that the person has full legal capacity power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

APPROVED and ADOPTED this 24th day of June, 2025.

[CITY]}

ATTEST:

\_\_\_\_\_  
City Recorder \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor \_\_\_\_\_

<u>City Council Members</u>	<u>Yea</u>	<u>Nay</u>	<u>Abstaining</u>
Dunn	_____	_____	_____
Rice	_____	_____	_____
Crowley	_____	_____	_____
Chamberlain	_____	_____	_____
Skinner	_____	_____	_____

# DRAFT

## **ACCEPTANCE OF FRANCHISE**

This is to certify that Questar Gas Company, dba Enbridge Gas Utah accepts the franchise for the construction, operation and maintenance of a gas distribution system granted by the Council of the City of \_\_\_\_\_, \_\_\_\_\_ County, State of Utah, as evidenced by an Ordinance and adopted by the Mayor and Council on \_\_\_\_\_, 20\_\_\_. Questar Gas Company, dba Enbridge Gas Utah accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise. This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah this \_\_\_\_\_ of \_\_\_\_\_, 202\_\_\_.

QUESTAR GAS COMPANY,  
dba ENBRIDGE GAS UTAH

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Judd Cook  
Vice President and General Manager of  
Western Distribution

**DRAFT**

ORDINANCE NO. 4

GRANTING TO UTAH GAS SERVICE COMPANY, A UTAH CORPORATION, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE FOR THE CONSTRUCTION AND OPERATTON OF A GAS DISTRIBUTION SYSTEM IN THE CITY OF MONTICELLO, STATE OF UTAH, FOR A TERM OF FIFTY YEARS, AND FIXING AND PRESCRIBING CONDITIONS AND TERMS THEREOF.

THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MONTICELLO, UTAH, ORDAIN AS FOLLOWS:

SECTION 1. That there is hereby granted to UTAH GAS SERVICE COMPANY, its successors and assigns, hereinafter called, "the grantee", the right, privilege, and franchise, for the period of fifty (50) years from and after the passage of this Ordinance, to lay, construct, install, operate and maintain a gas transmission and distribution system including mains, service pipes and lines, curb boxes and other necessary attachments and appliances in, cinder, upon, over, across and along the present and future roads, highways, streets, alleys, bridges and other public places within the present and future corporate limits of the. City of Monticello, Utah, for the purpose of conveying, distributing, supplying and selling gas two said city, the inhabitants thereof and property owners and users therein, and also for the purpose of transmitting gas into, through and beyond said city, to persons and corporations beyond the boundaries thereof for. all useful purposes. This franchise is granted in consideration of the mutual covenants herein contained and the acceptance by the grantee of the terms and conditions of this Ordinance as herein provided.

SECTION 2. That all mains, service pipes and lines shall be so laid as to interfere as little as possible with traffic. Grantee, its successors and assigns, shall lay and construct all gas mains and pipes under this grant with dispatch in accordance with established practices with respect to gas lime construction, and so as not to unnecessarily interfere with water pipes or other pipes which may have been previously laid in said roads, highways, streets, alleys, lanes and other public places, having regard to the safety and convenience: of said city and its citizens. The location of mains, service pipes and lines may be fixed under the supervision of the proper officer of said city.

SECTION 3. That all roads, highways, streets, alleys, lanes and public places that may be opened by the grantee for the aforesaid purposes shall be filled in and put in as good repair as they were prior to the opening thereof and so as to present the least possible obstruction and inconvenience. to the travelling public. Said city reserves the right to change the grade of the streets, alleys and public ways and to construct, change







## Fund 10 General Fund

### Budget:

Income	Budget FY 25	Revised FY 25	Budget FY 26
<i>Taxes</i>	\$1,163,500	\$1,162,750	\$1,119,250
<i>Licenses &amp; Permits</i>	\$31,300	\$31,875	\$25,100
<i>Intergovernmental Revenue</i>	\$146,000	\$207,147	\$292,147
<i>Charges for Services</i>	\$496,485	\$617,057	\$612,350
<i>Fines &amp; Forfeitures</i>	\$250,000	\$240,000	\$200,000
<i>Interest Revenue</i>	\$65,000	\$115,000	\$65,000
<i>Miscellaneous Revenue</i>	\$8,500	\$19,306	\$15,000
<i>Contributions &amp; Transfers</i>	\$0	\$0	\$0
<b>Total</b>	<b>\$2,160,785</b>	<b>\$2,393,135</b>	<b>\$2,328,847</b>
Expenses	Budget FY 25	Revised FY 25	Budget FY 26
<i>Court</i>	\$202,149	\$205,475	\$206,175
<i>Administrative</i>	\$484,900	\$501,811	\$523,711
<i>Non-Departmental</i>	\$80,600	\$117,550	\$76,550
<i>Visitor Center</i>	\$65,400	\$68,200	\$69,700
<i>Police</i>	\$260,000	\$260,000	\$260,000
<i>Fire</i>	\$49,000	\$52,760	\$51,425
<i>Highways (Streets)</i>	\$197,350	\$191,750	\$197,350
<i>Airport</i>	\$44,900	\$74,000	\$68,600
<i>Parks</i>	\$61,000	\$58,450	\$61,600
<i>Recreation</i>	\$58,650	\$53,950	\$57,232
<i>Pool</i>	\$105,250	\$107,300	\$110,250
<i>Golf Maintenance</i>	\$236,000	\$279,836	\$300,427
<i>Pro Shop</i>	\$277,035	\$309,300	\$300,123
<i>Transfers</i>	\$31,000	\$72,000	\$38,300
<b>Total</b>	<b>\$2,153,234</b>	<b>\$2,352,382</b>	<b>\$2,321,443</b>

### Budget Narrative:

Overall, the General fund is very busy and contains the most department accounts.

- Income is based on current income rates and any adjustments have been proposed for the future year.
- Expenses are all the operating expenses that we have planned for the coming year.



## Fund 25 Special Revenue

### Budget:

	Budget FY 25	Revised FY 25	Budget FY 26
Income	\$45,750	\$53,325	\$49,300
Expenses	(\$45,750)	(\$53,100)	(\$49,300)
Non-Operating			
Income	\$0	\$0	\$0
Net Income	\$0	\$225	\$0

### Budget Narrative:

Overall, the Special Revenue fund has been consistent over the last few years.

- Income is based on donations and fund raising for various committees (such as Parks & Beautification, Parks & Recreation, and Golf Course Sponsorships). Additionally, TRT funds are transferred in to supplement our community events.
- Expenses are all the operating expenses that we have planned for the coming year.
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.

### Highlight of Expenses:

This upcoming year will hold the status quo because we don't have any additional events planned and have only adjusted rates based on increases in expenses.



## Fund 40 Capital Projects

### Budget:

	Budget FY 25	Revised FY 25	Budget FY 26
<b>Income</b>	\$25,000	\$656,821	\$358,000
<b>Expenses</b>	(\$125,000)	(\$411,322)	(\$761,574)
<b>Non-Operating</b>	\$0	\$0	\$0
<b>Income</b>			
<b>Balance</b>	(\$100.00)	\$245,499	(\$403,574)

### Budget Narrative:

Overall, the Capital Projects fund has been consistent over the last few years with very few capital projects happening in his fund.

- Income is based grants received or funds being pulled from savings.
- Expenses are all the operating expenses that we have planned for the coming year.
  - These include:
    - Veteran's Park
    - Airport Pavement Engineering
    - Welcome Center
    - Streets Maintenance
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.
- Lastly the Fund Balance gives true cash value of the account without taking into account the money being saved in the bank to pay for projects.

### Highlight of Expenses:

This upcoming year we will have many projects as stated above and will see the City move forward on some very long awaited projects thanks to grant funding and donations, with some help from the capital savings.



## Fund 51 Water

### Budget:

	Budget FY 25	Revised FY 25	Budget FY 26
<b>Income</b>	\$524,000	\$535,500	\$565,000
<b>Expenses</b>	(\$668,500)	(\$639,150)	(\$630,350)
<b>Non-Operating Income</b>	\$37,500	\$41,000	\$39,000
<b>Net Income</b>	(\$107,000)	(\$62,650)	(\$26,350)
<b>Capital Expenses</b>	(\$103,274)	(\$296,220)	(\$106,315)
<b>Fund Balance</b>	\$164,726	\$43,596	\$242,335

### Budget Narrative:

Overall, the Water fund is coming back into balance for better long-term controls.

- Income is based on current income rates and any adjustments have been proposed for the future year.
- Expenses are all the operating expenses that we have planned for the coming year.
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.
- Capital expenses are for our long-term debt and capital projects that are currently underway.
- Lastly the Fund Balance gives true cash value to the fund by adding back in depreciation.

### Highlight of Expenses:

#### Distribution System:

Pressure Reducing Valves Rework ~ \$16,000  
Fire Hydrants & Valves ~ \$5,000 each  
Hydrant flow tester ~ \$1,500

#### Water Plant:

Heater ~ \$5,000  
Chlorine Scale & Regulator ~ \$2,500  
System Computer Components ~ \$6,000  
Meters for PH & Turbidity ~ \$10,000

#### Spring Creek Pipeline Project

This project should be underway during the 2026 budget year but due to the uncertainty of the start date no funds have been allocated. This is leading to a higher fund balance for the next year.



## Fund 52 Sewer

**Budget:**

	<b>Budget FY 25</b>	<b>Revised FY 25</b>	<b>Budget FY 26</b>
<b>Income</b>	\$256,200	\$255,150	\$280,500
<b>Expenses</b>	(\$243,400)	(\$215,550)	(\$219,150)
<b>Non-Operating Income</b>	\$1,750	\$3,000	\$2,500
<b>Net Income</b>	\$14,000	\$42,600	\$63,850
<b>Capital Expenses</b>	(\$17,000)	(\$22,600)	(\$94,875)
<b>Fund Balance</b>	\$51,000	\$72,000	\$21,975

**Budget Narrative:**

Overall, the Sewer fund has been consistent over the last few years.

- Income is based on current income rates and any adjustments have been proposed for the future year.
- Expenses are all the operating expenses that we have planned for the coming year.
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.
- Capital expenses are for our long-term debt and capital projects that are currently underway.
- Lastly the Fund Balance gives true cash value to the fund by adding back in depreciation.

**Highlight of Expenses:**

This upcoming year the only real change to the sewer fund will be the addition of the debt on the Sewer repair/upgrade project that is scheduled to start this year 2025. The projections show that overall we will still have wiggle room for additional costs but rates should be evaluated on a yearly basis.



## Fund 53 Sanitation

**Budget:**

	<b>Budget FY 25</b>	<b>Revised FY 25</b>	<b>Budget FY 26</b>
<b>Income</b>	\$382,000	\$393,200	\$400,000
<b>Expenses</b>	(\$392,300)	(\$345,950)	(\$350,950)
<b>Non-Operating Income</b>	\$3,000	\$3,800	\$2,750
<b>Net Income</b>	(\$7,300)	\$51,050	\$51,800
<b>Capital Expenses</b>	(\$0.00)	(\$28,623)	(\$0.00)
<b>Fund Balance</b>	(\$16,700)	\$46,427	\$76,800

**Budget Narrative:**

Overall, the Sanitation fund has been consistent over the last few years with a positive trend.

- Income is based on current income rates and any adjustments have been proposed for the future year.
- Expenses are all the operating expenses that we have planned for the coming year.
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.
- Capital expenses are for our long-term debt and capital projects that are currently underway.
- Lastly the Fund Balance gives true cash value to the fund by adding back in depreciation.

**Highlight of Expenses:**

This upcoming year will look very close to the previous years. Most of our expenses go toward truck operation and tippage fees for the White Mesa landfill. This year we did approve the purchase of the new Curotto Can, which decreased the savings for a future truck, but starting next year we will be on track for a truck replacement in the next five years.



## Fund 54

### Municipal Building Authority (MBA)

**Budget:**

	<b>Budget FY 25</b>	<b>Revised FY 25</b>	<b>Budget FY 26</b>
<b>Income</b>	\$132,500	\$136,200	\$183,100
<b>Expenses</b>	(\$128,450)	(\$127,700)	(\$183,100)
<b>Non-Operating Income</b>	\$0	\$0	\$0
<b>Net Income</b>	\$4,050	\$8,500	\$0
<b>Capital Expenses</b>	(\$0.00)	(\$0.00)	(\$0.00)
<b>Fund Balance</b>	\$4,050	\$8,500	\$0

**Budget Narrative:**

Overall, the MBA fund has been consistent over the last few years with a variable trend.

- Income is based on lease agreements and rental of the community center, along with transfers from other funds.
- Expenses are all the operating expenses that we have planned for the coming year.
- Non-operating income is any revenue not from operations, such as interest in long-term savings and grants or other payments made to the City.
- Capital expenses are for our long-term debt and capital projects that are currently underway.
- Lastly the Fund Balance gives true cash value to the fund by adding back in depreciation.

**Highlight of Expenses:**

This upcoming year will hold the status quo because this fund is just for handling the lease agreements and the rental of the community center. Any repairs to the center will be reflected by transfers from the respective departments, for example sound system repairs will come from the general fund Non-Departmental & Pro Shop, along with payment from the county for their portion.

**Monticello City**  
**Budget Revised & Propose**  
**07/01/2024 to 06/24/2025**  
**100.00% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	2026 Tentative
<b>Change In Net Position</b>						
<b>Revenue:</b>						
<b>Taxes</b>						
10.3110 Property Tax	318,919.59	0.00	306,023.66	318,000.00	306,000.00	287,500.00
10.3130 Sales & Use Tax	465,931.31	0.00	448,777.80	460,000.00	460,000.00	450,000.00
10.3132 Energy Sales & Use Tax	176,248.94	6,257.50	145,944.49	160,000.00	150,000.00	150,000.00
10.3133 Transportation Sales Tax	106,424.01	0.00	110,031.03	95,000.00	110,000.00	100,000.00
10.3134 Sales Tax for Local Transportatio	41,486.78	0.00	40,132.19	38,500.00	40,000.00	40,000.00
10.3135 Zap Tax	35,476.15	0.00	36,679.66	33,000.00	38,000.00	36,000.00
10.3140 Cable TV Franchise Tax	2,598.18	497.19	2,078.18	2,000.00	1,750.00	1,750.00
10.3141 Telecommunication Franchise Ta	12,249.88	0.00	11,104.73	12,000.00	12,000.00	11,500.00
10.3150 City Transient Room Tax	43,313.57	0.00	40,370.69	45,000.00	45,000.00	42,500.00
<b>Total Taxes</b>	<b>1,202,648.41</b>	<b>6,754.69</b>	<b>1,141,142.43</b>	<b>1,163,500.00</b>	<b>1,162,750.00</b>	<b>1,119,250.00</b>
<b>Licenses and permits</b>						
10.3220 Business Licenses	17,250.00	50.00	10,675.00	12,500.00	10,475.00	10,000.00
10.3221 Building Permits/Inspections	20,154.86	305.00	20,850.81	18,500.00	20,750.00	15,000.00
10.3225 Animal License	0.00	0.00	110.00	250.00	150.00	100.00
10.3227 Ordinance Fees	0.00	500.00	500.00	50.00	500.00	0.00
<b>Total Licenses and permits</b>	<b>37,404.86</b>	<b>855.00</b>	<b>32,135.81</b>	<b>31,300.00</b>	<b>31,875.00</b>	<b>25,100.00</b>
<b>Intergovernmental revenue</b>						
10.3313 ARPA Revenue	52,520.26	0.00	0.00	0.00	0.00	0.00
10.3356 Class C Roads	219,624.80	0.00	189,292.89	130,000.00	189,000.00	150,000.00
10.3375 Transportation District Grants	124,000.00	0.00	0.00	0.00	0.00	124,000.00
10.3378 School Dist. Recreation Grants	18,147.00	0.00	18,147.00	16,000.00	18,147.00	18,147.00
40.3344 UDOT Airport grant	17,949.05	0.00	0.00	0.00	0.00	0.00
40.3345 FAA Airport Grant	204,207.94	86,895.94	343,933.38	0.00	343,932.94	30,500.00
54.3660 UTILITY PAYMENT FROM COU	16,309.48	0.00	11,876.45	15,000.00	15,000.00	15,000.00
54.3680 Debt Service/Loan Pmt from Co	25,245.00	0.00	0.00	25,000.00	25,000.00	25,000.00
<b>Total Intergovernmental revenue</b>	<b>678,003.53</b>	<b>86,895.94</b>	<b>563,249.72</b>	<b>186,000.00</b>	<b>591,079.94</b>	<b>362,647.00</b>
<b>Charges for services</b>						
10.3430 Curb & Gutter Revenue	279.00	0.00	0.00	0.00	0.00	0.00
10.3431 Rental Income	5,850.00	0.00	(210.00)	7,000.00	0.00	7,250.00
10.3432 Airport Lease Revenue	2,735.00	0.00	882.00	3,735.00	882.00	850.00
10.3433 Airport Fuel Sales	0.00	0.00	4,882.14	0.00	5,000.00	2,000.00
10.3440 Adminstrative Fees	500.00	200.00	220.00	0.00	300.00	0.00
10.3441 New Utility Account Set Up	75.00	0.00	25.00	250.00	0.00	0.00
10.3471 Recreation Revenue	22,915.00	805.00	23,880.00	18,000.00	23,750.00	18,000.00
10.3472 Park Revenue	279.25	(25.00)	385.00	500.00	375.00	250.00
10.3473 Swimming Pool Revenue	16,234.52	3,596.75	15,451.57	10,000.00	15,000.00	14,000.00
10.3474 Golf Course Rounds	344,781.16	46,620.46	375,531.83	290,000.00	375,500.00	375,000.00
10.3475 Golf Tournament revenue	(12,470.04)	0.00	(14,404.00)	0.00	0.00	0.00
10.3476 Golf Course F&B	39,023.02	5,347.14	39,321.88	35,000.00	39,000.00	38,000.00
10.3477 Golf Course Merchandise	109,638.99	11,634.27	125,607.93	100,000.00	125,500.00	125,000.00
10.3478 Driving Range Revenue	7,329.33	1,351.85	9,798.92	6,000.00	9,750.00	10,000.00
10.3479 Visitor Center Merchandise	21,641.24	1,661.90	22,071.53	26,000.00	22,000.00	22,000.00
25.3415 Parks and Rec Committee	1,339.65	0.00	904.78	1,000.00	900.00	500.00
40.3321 State Grant	0.00	0.00	184,500.00	0.00	184,500.00	176,500.00
40.3342.2 Transportation District Grant -	0.00	0.00	0.00	0.00	0.00	125,000.00
<b>Total Charges for services</b>	<b>560,151.12</b>	<b>71,192.37</b>	<b>788,848.58</b>	<b>497,485.00</b>	<b>802,457.00</b>	<b>914,350.00</b>
<b>Fines and forfeitures</b>						
10.3510 Court Fines/Forfeit	276,395.30	1,810.00	240,238.77	250,000.00	240,000.00	200,000.00
<b>Total Fines and forfeitures</b>	<b>276,395.30</b>	<b>1,810.00</b>	<b>240,238.77</b>	<b>250,000.00</b>	<b>240,000.00</b>	<b>200,000.00</b>
<b>Interest revenue</b>						
10.3610 Interest Income	141,432.17	0.00	104,591.71	50,000.00	90,000.00	50,000.00
10.3611 Interest Income C road	34,086.43	0.00	30,353.51	15,000.00	25,000.00	15,000.00
21.3610 Interest Income	378.18	0.00	297.17	240.00	0.00	0.00
40.3610 Interest Income	47,715.40	0.00	37,495.75	25,000.00	37,450.00	26,000.00
<b>Total Interest revenue</b>	<b>223,612.18</b>	<b>0.00</b>	<b>172,738.14</b>	<b>90,240.00</b>	<b>152,450.00</b>	<b>91,000.00</b>
<b>Miscellaneous revenue</b>						
10.3640 Proceeds from sales of assets	233.62	0.00	0.00	0.00	0.00	0.00
10.3680 Capital Lease Proceeds	50,253.93	0.00	0.00	0.00	0.00	0.00
10.3690 Miscellaneous Revenue	12,975.87	2,496.67	10,648.89	4,000.00	8,000.00	6,000.00
10.3692 Visitor Center Revenue	5,250.00	0.00	3,089.70	3,000.00	3,000.00	3,000.00
10.3693 Donations	7,483.49	3,772.50	13,140.15	1,500.00	8,306.00	6,000.00

**Monticello City**  
**Budget Revised & Propose**  
**07/01/2024 to 06/24/2025**  
**100.00% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	2026 Tentative
25.3410 Parks & Beautification	175.00	0.00	930.57	0.00	925.00	0.00
25.3430 Visitor Center Donations	0.00	0.00	700.56	0.00	700.00	0.00
25.3440 Community Events	9,937.10	1,690.00	3,173.93	5,750.00	3,850.00	4,000.00
25.3460 Golf Hole Sponsorship	6,500.00	0.00	5,950.00	8,000.00	5,950.00	6,500.00
54.3620 Rent income	4,660.00	(500.00)	4,402.00	3,500.00	4,400.00	4,000.00
54.3690 Miscellaneous Revenue	0.00	0.00	13.82	0.00	0.00	16,700.00
54.3735 Lease revenue	83,000.00	0.00	83,000.00	0.00	83,000.00	83,000.00
54.3740 Swimming Pool Contributions	49.64	0.00	0.00	0.00	0.00	0.00
54.3794 Interest Income	11,224.46	0.00	8,820.37	6,000.00	8,800.00	6,000.00
54.3810 Transfer from General fund - Swi	0.00	0.00	0.00	45,000.00	0.00	0.00
54.3811 Transfer from General fund - Pro	0.00	0.00	0.00	28,000.00	0.00	16,700.00
54.3812 Transfer from General fund	80,000.00	0.00	0.00	0.00	0.00	16,700.00
54.3840 Transfer from Water Fund	0.00	0.00	0.00	10,000.00	0.00	0.00
<b>Total Miscellaneous revenue</b>	<b>271,743.11</b>	<b>7,459.17</b>	<b>133,869.99</b>	<b>114,750.00</b>	<b>126,931.00</b>	<b>168,600.00</b>
<b>Contributions and transfers</b>						
25.3810 Transfers from General Fund	38,200.00	0.00	0.00	31,000.00	41,000.00	38,300.00
40.3810.4510 Transfer from General fund	540,000.00	0.00	90,938.11	0.00	90,938.00	0.00
<b>Total Contributions and transfers</b>	<b>578,200.00</b>	<b>0.00</b>	<b>90,938.11</b>	<b>31,000.00</b>	<b>131,938.00</b>	<b>38,300.00</b>
<b>Total Revenue:</b>	<b>3,828,158.51</b>	<b>174,967.17</b>	<b>3,163,161.55</b>	<b>2,364,275.00</b>	<b>3,239,480.94</b>	<b>2,919,247.00</b>
<b>Expenditures:</b>						
21.4630 Expenses	0.00	0.00	540.94	0.00	0.00	0.00
<b>General government</b>						
<b>Court</b>						
10.4121.110 Court SALARIES & WAGE	13,510.28	865.38	21,796.50	29,000.00	22,500.00	23,100.00
10.4121.130 Court EMPLOYEE BENEF	1,039.75	67.58	1,697.31	2,024.00	2,000.00	2,100.00
10.4121.220 Court STATE FINES & FO	142,320.49	8,880.40	117,904.98	125,000.00	135,000.00	135,000.00
10.4121.230 Court TRAVEL and TRAINI	736.60	0.00	0.00	750.00	750.00	750.00
10.4121.240 Court OFFICE SUPPLIES	225.00	0.00	229.50	225.00	225.00	225.00
10.4121.250 Court SUPP & MAINT - E	0.00	0.00	0.00	150.00	0.00	0.00
10.4121.310 Court PROFESSIONAL/TE	37,188.24	0.00	40,309.40	45,000.00	45,000.00	45,000.00
<b>Total Court</b>	<b>195,020.36</b>	<b>9,813.36</b>	<b>181,937.69</b>	<b>202,149.00</b>	<b>205,475.00</b>	<b>206,175.00</b>
<b>Administrative</b>						
10.4140.110 Admin SALARIES & WAG	167,208.19	7,249.18	191,406.86	198,250.00	200,000.00	210,500.00
10.4140.120 Admin ELECTIONS	26.60	0.00	7,477.60	12,000.00	8,000.00	22,000.00
10.4140.125 Admin MAYOR/COUNCIL	1,548.09	0.00	2,647.06	5,000.00	4,000.00	5,000.00
10.4140.130 Admin EMPLOYEE BENE	57,422.63	3,312.78	82,993.17	65,000.00	88,000.00	92,400.00
10.4140.210 Admin DUES, SUBSCRIP	34,401.49	3,873.47	36,180.95	25,000.00	37,500.00	30,000.00
10.4140.220 Admin PUBLIC NOTICES	1,048.90	58.80	2,313.72	1,000.00	2,500.00	2,500.00
10.4140.230 Admin TRAVEL and TRAIN	14,230.06	0.00	10,231.76	12,000.00	15,000.00	15,000.00
10.4140.240 Admin OFFICE SUPPLIES	10,907.52	377.72	10,251.68	8,000.00	10,500.00	10,000.00
10.4140.241 Admin BANK SERVICE C	26,253.77	0.00	21,080.36	25,000.00	25,000.00	26,000.00
10.4140.250 Admin SUPP & MAINT - E	8,887.08	34.50	4,957.57	6,000.00	6,000.00	6,000.00
10.4140.252 Admin FUEL	331.38	0.00	918.92	400.00	1,000.00	750.00
10.4140.280 Admin UTILITIES	21,874.31	1,073.30	19,007.25	23,000.00	21,000.00	22,500.00
10.4140.510 Admin INSURANCE	106,798.69	0.00	66,321.47	102,500.00	67,000.00	65,000.00
10.4140.610 Admin MISCELLANEOUS	2,389.91	0.00	2,158.09	1,750.00	2,250.00	2,000.00
10.4140.810 Admin DEBT SERVICE PR	0.00	0.00	14,061.00	0.00	14,061.00	14,061.00
<b>Total Administrative</b>	<b>453,328.62</b>	<b>15,979.75</b>	<b>472,007.46</b>	<b>484,900.00</b>	<b>501,811.00</b>	<b>523,711.00</b>
<b>Non-Departmental</b>						
10.4150.350 Non Dept CONTRACTED	11,107.03	600.00	6,637.50	15,000.00	15,000.00	12,000.00
10.4150.455 Non Dept ADVERTISING/	3,066.59	0.00	821.32	1,500.00	1,500.00	1,500.00
10.4150.470 Non Dept COMMUNITY C	0.00	0.00	157.19	0.00	200.00	200.00
10.4150.551 Non Dept ECONOMIC DE	739.16	0.00	1,665.00	0.00	1,750.00	1,750.00
10.4150.552 Non Dept PROFESSIONA	53,928.08	16,449.83	57,918.50	45,000.00	80,000.00	45,000.00
10.4150.553 Non Dept CODE ENFORC	34.15	0.00	48.40	250.00	250.00	250.00
10.4150.554 Non Dept EMPLOYEE/VO	3,206.22	0.00	3,069.36	3,850.00	3,850.00	3,850.00
10.4150.560 Non Dept EQUIPMENT	8,310.38	0.00	9,864.87	15,000.00	15,000.00	12,000.00
<b>Total Non-Departmental</b>	<b>80,391.61</b>	<b>17,049.83</b>	<b>80,182.14</b>	<b>80,600.00</b>	<b>117,550.00</b>	<b>76,550.00</b>
<b>Visitor Center</b>						
10.4160.110 Visitor Center SALARIES	29,018.71	1,261.77	29,527.29	29,750.00	31,000.00	32,250.00
10.4160.130 Visitor Center EMPLOYEE	2,245.73	98.07	2,293.46	2,350.00	2,500.00	2,750.00
10.4160.230 Visitor Center TRAVEL and	0.00	0.00	0.00	150.00	0.00	300.00
10.4160.250 Visitor Center SUPPLIES	1,429.03	0.00	1,644.99	1,000.00	1,750.00	2,000.00
10.4160.280 Visitor Center UTILITIES	7,214.68	129.74	5,871.97	7,250.00	7,250.00	7,250.00

**Monticello City**  
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**100.00% of the fiscal year has expired**

	<b>Prior YTD</b>	<b>Current Period</b>	<b>Current YTD</b>	<b>Annual Budget</b>	<b>Revised Budget</b>	<b>2026 Tentative</b>
10.4160.481 Visitor Center FOODS and	403.39	10.54	316.09	400.00	400.00	750.00
10.4160.482 Visitor Center MERCHAN	12,641.31	969.74	19,630.95	22,500.00	22,500.00	22,400.00
10.4160.554 Visitor Center MISCELLAN	2,596.90	0.00	2,819.60	2,000.00	2,800.00	2,000.00
<b>Total Visitor Center</b>	<b>55,549.75</b>	<b>2,469.86</b>	<b>62,104.35</b>	<b>65,400.00</b>	<b>68,200.00</b>	<b>69,700.00</b>
<b>Total General government</b>	<b>784,290.34</b>	<b>45,312.80</b>	<b>796,231.64</b>	<b>833,049.00</b>	<b>893,036.00</b>	<b>876,136.00</b>
<b>Public safety</b>						
<b>Police</b>						
10.4210.350 Police CONTRACTED LA	247,043.19	0.00	187,815.95	260,000.00	260,000.00	260,000.00
<b>Total Police</b>	<b>247,043.19</b>	<b>0.00</b>	<b>187,815.95</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>
<b>Fire</b>						
10.4220.110 Fire SALARIES & WAGES	17,578.96	626.17	30,251.25	31,000.00	31,000.00	33,000.00
10.4220.130 Fire EMPLOYEE BENEFIT	1,883.18	69.39	3,687.49	3,250.00	3,760.00	3,925.00
10.4220.210 Fire DUES, SUBSCRIPTI	0.00	0.00	0.00	1,500.00	1,000.00	1,500.00
10.4220.230 Fire TRAVEL and TRAININ	0.00	0.00	1,825.36	1,500.00	2,000.00	2,000.00
10.4220.250 Fire SUPP & MAINT - EQ	13,990.58	23.27	6,147.68	9,000.00	10,500.00	8,000.00
10.4220.252 Fire FUEL	622.61	0.00	863.31	750.00	1,000.00	750.00
10.4220.280 Fire UTILITIES	1,369.12	0.00	1,339.15	1,500.00	1,500.00	1,500.00
10.4220.610 Fire MISCELLANEOUS	1,460.10	108.70	1,669.10	500.00	2,000.00	750.00
<b>Total Fire</b>	<b>36,904.55</b>	<b>827.53</b>	<b>45,783.34</b>	<b>49,000.00</b>	<b>52,760.00</b>	<b>51,425.00</b>
<b>Total Public safety</b>	<b>283,947.74</b>	<b>827.53</b>	<b>233,599.29</b>	<b>309,000.00</b>	<b>312,760.00</b>	<b>311,425.00</b>
<b>Highways and public improvements</b>						
<b>Highways</b>						
10.4410.110 Streets SALARIES & WAG	68,126.78	3,918.20	62,074.72	68,500.00	64,000.00	66,500.00
10.4410.130 Streets EMPLOYEE BENE	40,786.60	1,723.22	38,172.50	42,000.00	39,750.00	41,000.00
10.4410.230 Streets TRAVEL & TRAINI	704.34	0.00	0.00	350.00	0.00	350.00
10.4410.250 Streets SUPP & MAINT - E	9,780.86	0.00	7,135.05	5,000.00	7,000.00	8,000.00
10.4410.252 Streets FUEL	5,336.34	0.00	3,556.93	7,500.00	5,000.00	6,000.00
10.4410.280 Streets UTILITIES	42,180.87	0.00	41,132.33	38,500.00	38,500.00	38,500.00
10.4410.310 Class C - PROFESSIONA	6,320.00	0.00	3,359.03	1,000.00	3,500.00	1,000.00
10.4410.480 Class C - SIGNS	637.08	0.00	1,001.68	3,000.00	1,250.00	3,000.00
10.4410.481 Class C - HARDSURFACE	9,546.25	0.00	1,230.58	0.00	1,250.00	1,000.00
10.4410.482 Class C - BASE MATERIA	7,041.80	0.00	0.00	1,500.00	1,500.00	2,000.00
10.4410.483 Class C - CRUMB RUBBE	0.00	0.00	0.00	8,000.00	8,000.00	8,000.00
10.4410.610 Streets MISCELLANEOUS	1,215.20	0.00	378.26	1,000.00	1,000.00	1,000.00
10.4410.740 Class C - SIDEWALK	0.00	0.00	787.50	6,000.00	6,000.00	6,000.00
10.4415.481 Class C Maintenance	285,501.83	0.00	1,488.46	15,000.00	15,000.00	15,000.00
<b>Total Highways</b>	<b>477,177.95</b>	<b>5,641.42</b>	<b>160,317.04</b>	<b>197,350.00</b>	<b>191,750.00</b>	<b>197,350.00</b>
<b>Airport</b>						
10.4460.110 Airport SALARIES & WAG	11,027.22	440.81	10,849.77	11,500.00	12,000.00	12,500.00
10.4460.130 Airport EMPLOYEE BENE	4,985.40	203.90	5,024.12	4,500.00	5,250.00	5,500.00
10.4460.210 Airport DUES, SUBSCRIP	214.20	0.00	156.80	400.00	200.00	200.00
10.4460.230 Airport TRAVEL & TRAINI	0.00	0.00	366.85	0.00	400.00	400.00
10.4460.250 Airport SUPP & MAINT - E	2,140.00	8.29	1,334.20	4,000.00	4,000.00	4,000.00
10.4460.253 Airport AIRPORT GASOLI	408.71	0.00	23,018.05	500.00	23,150.00	25,000.00
10.4460.280 Airport UTILITIES	6,977.93	0.00	6,091.96	7,500.00	7,000.00	7,000.00
10.4460.310 Airport PROFESSIONAL/T	18,750.77	0.00	4,889.95	3,500.00	9,000.00	9,000.00
10.4460.350 Airport CONTRACTED SE	21,250.00	0.00	0.00	12,000.00	12,000.00	4,000.00
10.4460.610 Airport MISCELLANEOUS	32.29	0.00	586.76	1,000.00	1,000.00	1,000.00
<b>Total Airport</b>	<b>65,786.52</b>	<b>653.00</b>	<b>52,318.46</b>	<b>44,900.00</b>	<b>74,000.00</b>	<b>68,600.00</b>
<b>Total Highways and public improvemen</b>	<b>542,964.47</b>	<b>6,294.42</b>	<b>212,635.50</b>	<b>242,250.00</b>	<b>265,750.00</b>	<b>265,950.00</b>
<b>Parks, Recreation, and Pool</b>						
<b>Parks</b>						
10.4510.110 Parks SALARIES & WAGE	8,952.17	290.91	7,355.30	8,100.00	8,100.00	9,250.00
10.4510.112 Parks SEASONAL SALARI	26,055.58	1,264.54	12,106.90	23,400.00	13,000.00	13,500.00
10.4510.130 Parks EMPLOYEE BENEF	4,608.60	188.75	2,825.90	4,500.00	3,500.00	4,000.00
10.4510.250 Parks SUPP & MAINT - E	8,263.23	1,118.29	13,438.63	10,000.00	18,750.00	17,500.00
10.4510.252 Parks FUEL	276.70	0.00	452.23	500.00	600.00	600.00
10.4510.280 Parks UTILITIES	7,813.75	0.00	8,282.23	9,000.00	9,000.00	9,000.00
10.4510.510 Parks CONTRACTED LAB	1,959.21	0.00	1,265.56	5,000.00	5,000.00	7,500.00
10.4510.610 Parks MISCELLANEOUS	282.10	0.00	355.49	500.00	500.00	250.00
<b>Total Parks</b>	<b>58,211.34</b>	<b>2,862.49</b>	<b>46,082.24</b>	<b>61,000.00</b>	<b>58,450.00</b>	<b>61,600.00</b>
<b>Recreation</b>						

**Monticello City**  
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	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	2026 Tentative
10.4560.110 Rec SALARIES & WAGES	22,551.50	871.24	21,916.47	23,300.00	23,300.00	24,232.00
10.4560.112 Rec SEASON SALARIES	1,172.20	0.00	286.26	7,800.00	300.00	0.00
10.4560.130 Rec EMPLOYEE BENEFIT	5,181.22	194.12	4,884.76	5,500.00	5,250.00	5,550.00
10.4560.220 Rec PUBLIC NOTICES	0.00	0.00	0.00	250.00	300.00	300.00
10.4560.230 Rec TRAVEL and TRAININ	2,050.06	0.00	1,862.20	1,800.00	1,800.00	1,900.00
10.4560.250 Rec SUPP & MAINT - EQ	2,831.77	0.00	2,484.67	4,000.00	6,000.00	8,000.00
10.4560.252 Rec FUEL	10.21	0.00	0.00	0.00	0.00	0.00
10.4560.285 Rec PROGRAMS	24,260.89	(420.58)	10,296.82	10,000.00	10,000.00	10,000.00
10.4560.350 Rec CONTRACTED SERV	5,235.00	0.00	900.00	4,000.00	5,000.00	5,250.00
10.4560.610 Rec MISCELLANEOUS	1,550.49	0.00	1,284.04	2,000.00	2,000.00	2,000.00
<b>Total Recreation</b>	<b>64,843.34</b>	<b>644.78</b>	<b>43,915.22</b>	<b>58,650.00</b>	<b>53,950.00</b>	<b>57,232.00</b>
<b>Pool</b>						
10.4562.110 Pool SALARIES & WAGES	2,726.92	1,766.23	7,186.36	8,000.00	8,000.00	8,500.00
10.4562.112 Pool SEASONAL SALARIE	17,970.42	4,249.22	23,226.97	19,000.00	25,000.00	25,000.00
10.4562.130 Pool EMPLOYEE BENEFI	2,028.36	589.54	2,980.59	2,500.00	3,250.00	3,500.00
10.4562.230 Pool TRAVEL & TRAINING	945.00	0.00	230.00	750.00	750.00	750.00
10.4562.250 Pool MAINT & EQUIP	5,570.80	75.57	14,976.45	10,000.00	15,000.00	12,000.00
10.4562.280 Pool UTILITIES	11,557.64	0.00	(4,794.61)	18,500.00	8,000.00	13,000.00
10.4562.481 Pool FOODS & BEVERAG	1,018.16	(13.02)	1,355.44	1,000.00	1,500.00	1,500.00
10.4562.550 Pool MBA LEASE PAYME	45,000.00	0.00	45,000.00	45,000.00	45,000.00	45,000.00
10.4562.610 Pool MISCELLANEOUS	810.78	(5.41)	1,119.80	500.00	800.00	1,000.00
<b>Total Pool</b>	<b>87,628.08</b>	<b>6,662.13</b>	<b>91,281.00</b>	<b>105,250.00</b>	<b>107,300.00</b>	<b>110,250.00</b>
<b>Total Parks, Recreation, and Pool</b>	<b>210,682.76</b>	<b>10,169.40</b>	<b>181,278.46</b>	<b>224,900.00</b>	<b>219,700.00</b>	<b>229,082.00</b>
<b>Golf</b>						
<b>Golf Course Maintenance</b>						
10.4565.110 Golf SUPER SALARIES &	34,071.26	2,638.67	66,162.66	67,750.00	67,750.00	71,250.00
10.4565.112 Golf SEASONAL SALARIE	41,288.65	3,165.66	36,187.79	48,000.00	42,000.00	46,000.00
10.4565.130 Golf SUPER EMPLOYEE	12,203.96	885.53	17,889.37	15,250.00	18,000.00	18,900.00
10.4565.230 Golf TRAVEL & TRAINING	504.30	0.00	970.22	3,000.00	1,000.00	1,000.00
10.4565.249 Golf CART FLEET MAINT	1,296.21	40.00	1,817.87	1,000.00	2,000.00	2,000.00
10.4565.250 Golf EQUIPMENT	25,587.69	164.47	16,312.64	14,000.00	16,500.00	16,500.00
10.4565.251 Golf COURSE/BUILDING/	341.96	51.98	1,298.06	2,000.00	1,500.00	2,000.00
10.4565.252 Golf FUEL & DIESEL	12,619.63	0.00	13,124.18	18,000.00	15,000.00	15,000.00
10.4565.253 Golf OIL & LUBRICANTS	1,050.83	0.00	915.22	1,500.00	1,500.00	2,000.00
10.4565.270 Golf BUILDING MAINTEN	793.20	58.00	4,168.65	5,000.00	5,000.00	5,000.00
10.4565.275 Golf IRRIGATION REPAIR	27,959.59	1,800.90	18,083.26	10,000.00	17,750.00	17,000.00
10.4565.280 Golf UTILITIES	20,011.71	888.89	20,129.38	22,000.00	22,000.00	22,000.00
10.4565.451 Golf FERTILIZER, CHEMI	4,812.30	0.00	16,940.29	14,000.00	17,000.00	17,000.00
10.4565.452 Golf SAND, SOIL & SOD	14,869.17	0.00	7,753.82	13,000.00	8,500.00	10,000.00
10.4565.610 Golf MISCELLANEOUS	761.78	0.00	662.83	1,500.00	1,000.00	1,000.00
10.4565.740 Golf Capital Outlay	50,253.93	0.00	0.00	0.00	0.00	0.00
10.4565.810 Golf DEBT SERVICE PRI	0.00	0.00	22,473.76	0.00	31,801.19	41,970.00
10.4565.820 Golf DEBT SERVICE INTE	0.00	0.00	8,418.52	0.00	11,535.00	11,807.00
<b>Total Golf Course Maintenance</b>	<b>248,426.17</b>	<b>9,694.10</b>	<b>253,308.52</b>	<b>236,000.00</b>	<b>279,836.19</b>	<b>300,427.00</b>
<b>Pro Shop</b>						
10.4566.110 Pro Shop SALARIES & WA	53,593.08	5,280.52	56,648.82	58,000.00	57,000.00	58,250.00
10.4566.120 Pro Shop SEASONAL WA	20,009.69	1,640.06	20,934.30	27,360.00	22,000.00	24,000.00
10.4566.130 Pro Shop EMPLOYEE BE	24,066.86	1,260.16	23,691.93	27,175.00	24,500.00	27,500.00
10.4566.210 Pro Shop DUES, SUBSCR	1,559.16	775.00	1,659.43	2,000.00	2,000.00	2,000.00
10.4566.230 Pro Shop TRAVEL & TRAI	2,585.92	0.00	2,511.82	3,000.00	3,000.00	3,000.00
10.4566.250 Pro Shop SUPPLIES MAI	8,493.17	0.00	3,641.28	5,000.00	4,000.00	5,000.00
10.4566.270 Pro Shop BUILDING MAIN	2,012.89	491.49	749.58	1,500.00	2,000.00	2,000.00
10.4566.455 Pro Shop ADVERTISING/	4,364.15	0.00	5,102.60	4,000.00	5,250.00	5,000.00
10.4566.481 Pro Shop FOODS & BEVE	27,269.07	1,694.43	25,148.95	21,000.00	22,500.00	22,500.00
10.4566.482 Pro Shop MERCHANDISE	86,671.80	1,626.52	94,535.07	70,000.00	92,000.00	77,000.00
10.4566.550 Pro Shop MBA LEASE PA	28,000.00	0.00	28,000.00	28,000.00	28,000.00	28,000.00
10.4566.690 Pro Shop MISCELLANEO	55.86	0.00	1,912.28	1,000.00	2,000.00	2,000.00
10.4566.810 Pro Shop DEBT SERVICE	39,438.34	0.00	24,841.62	23,000.00	33,000.00	33,935.00
10.4566.820 Pro Shop DEBT SERVICE	1,814.00	0.00	9,199.53	6,000.00	12,050.00	9,938.00
<b>Total Pro Shop</b>	<b>299,933.99</b>	<b>12,768.18</b>	<b>298,577.21</b>	<b>277,035.00</b>	<b>309,300.00</b>	<b>300,123.00</b>
<b>Total Golf</b>	<b>548,360.16</b>	<b>22,462.28</b>	<b>551,885.73</b>	<b>513,035.00</b>	<b>589,136.19</b>	<b>600,550.00</b>
<b>Miscellaneous</b>						
25.4510 Parks & Beautification	4,546.01	0.00	8,562.92	3,750.00	8,750.00	6,000.00
25.4515 Parks and Rec Committee	816.70	0.00	618.67	1,500.00	1,700.00	800.00

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**100.00% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	2026 Tenative
25.4530 Visitor Center	0.00	0.00	0.00	0.00	700.00	0.00
25.4540 Community Events (City TRT)	35,975.90	0.00	35,581.28	32,500.00	36,000.00	36,000.00
25.4550 Fundraisers	0.00	0.00	535.51	0.00	0.00	0.00
25.4560 Golf Hole Sponsorship Expense	792.64	0.00	5,051.16	5,500.00	5,950.00	6,500.00
54.4600.110 Salaries and wages	6,045.03	557.56	6,043.69	6,750.00	6,750.00	7,100.00
54.4600.130 Benefit expense	2,538.48	133.07	2,526.86	3,250.00	2,750.00	2,750.00
54.4600.250 Equipment and maintenanc	2,992.57	0.00	1,394.01	1,000.00	1,500.00	55,800.00
54.4600.280 Utilities	17,712.57	0.00	14,162.61	18,000.00	18,000.00	18,000.00
54.4600.310 Professional and technical	0.00	0.00	0.00	750.00	0.00	750.00
54.4600.510 Insurance	693.00	0.00	0.00	700.00	700.00	700.00
54.4754.690 MBA depreciation expense	0.00	0.00	157,738.02	0.00	0.00	0.00
<b>Total Miscellaneous</b>	<b>72,112.90</b>	<b>690.63</b>	<b>232,214.73</b>	<b>73,700.00</b>	<b>82,800.00</b>	<b>134,400.00</b>
<b>Capital Outlay</b>						
40.4161.730 Capital Outlay PROJECTS	0.00	0.00	154,021.66	125,000.00	154,022.00	225,074.00
40.4410.740 Capital Outlay STREETS	0.00	0.00	0.00	0.00	0.00	280,000.00
40.4460.740 Capital Outlay AIRPORT	204,450.79	0.00	201,865.95	0.00	225,000.00	30,500.00
40.4510.740 Capital Outlay PARKS	0.00	0.00	32,300.00	0.00	32,300.00	226,000.00
<b>Total Capital Outlay</b>	<b>204,450.79</b>	<b>0.00</b>	<b>388,187.61</b>	<b>125,000.00</b>	<b>411,322.00</b>	<b>761,574.00</b>
<b>Debt service</b>						
54.4600.810 MBA Debt service - principal	160,000.00	0.00	0.00	85,000.00	85,000.00	85,000.00
54.4600.820 MBA Debt service - interest	55,005.78	0.00	11,175.00	13,000.00	13,000.00	13,000.00
<b>Total Debt service</b>	<b>215,005.78</b>	<b>0.00</b>	<b>11,175.00</b>	<b>98,000.00</b>	<b>98,000.00</b>	<b>98,000.00</b>
<b>Transfers</b>						
10.4840.2500 Transfer to Special Revenu	38,200.00	0.00	0.00	31,000.00	40,000.00	38,300.00
10.4840.3000 Transfer to MBA Debt Serv	80,000.00	0.00	0.00	0.00	0.00	0.00
10.4840.4570 Transfer to Capital Projects	540,000.00	0.00	0.00	32,000.00	0.00	0.00
25.4840 Transfer to Capital Projects	0.00	0.00	0.00	2,500.00	0.00	0.00
<b>Total Transfers</b>	<b>658,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>33,500.00</b>	<b>72,000.00</b>	<b>38,300.00</b>
<b>Total Expenditures:</b>	<b>3,520,014.94</b>	<b>85,757.06</b>	<b>2,607,748.90</b>	<b>2,452,434.00</b>	<b>2,944,504.19</b>	<b>3,315,417.00</b>
<b>Total Change In Net Position</b>	<b>308,143.57</b>	<b>89,210.11</b>	<b>555,412.65</b>	<b>(88,159.00)</b>	<b>294,976.75</b>	<b>(396,170.00)</b>
<b>Income or Expense</b>						
<b>Income From Operations:</b>						
<b>Operating income</b>						
51.3710 Charges for Services	418,259.90	3,091.32	388,102.55	405,000.00	418,000.00	445,500.00
51.3712 Secondary Water Charges	124,744.67	2.66	91,886.62	115,000.00	112,500.00	115,000.00
51.3720 Water Connection Fees	14,048.25	25.00	850.00	1,500.00	1,500.00	1,500.00
51.3730 Late Fees & Penalties	3,632.80	137.31	3,812.21	2,500.00	3,000.00	3,000.00
51.3750 Bad Debt Recovery	5,685.20	0.00	0.00	0.00	0.00	0.00
51.3790 Miscellaneous Fees	(900.00)	0.00	555.93	0.00	500.00	0.00
52.3731 Charges for Services	264,510.63	(45.07)	239,094.65	255,000.00	255,000.00	280,500.00
52.3733 Sewer Connection Fess	3,681.95	0.00	0.00	1,200.00	0.00	0.00
52.3750 Bad Debt Recovery	(2,511.74)	0.00	0.00	0.00	0.00	0.00
52.3890 Miscellaneous Revenue	0.00	0.00	165.52	0.00	150.00	0.00
53.3690 Miscellaneous Revenue	100.00	0.00	213.74	0.00	200.00	0.00
53.3733 Charges for Services	378,625.93	1,078.16	353,026.37	370,000.00	375,000.00	385,000.00
53.3735 Landfill Use	15,388.16	1,980.00	18,338.50	12,000.00	18,000.00	15,000.00
53.3750 Bad Debt Recovery	(3,921.99)	0.00	0.00	0.00	0.00	0.00
<b>Total Operating income</b>	<b>1,221,343.76</b>	<b>6,269.38</b>	<b>1,096,046.09</b>	<b>1,162,200.00</b>	<b>1,183,850.00</b>	<b>1,245,500.00</b>
<b>Operating expense</b>						
51.4751.110 Water SALARIES & WAGE	80,567.68	3,071.84	59,249.82	91,500.00	62,000.00	72,800.00
51.4751.130 Water EMPLOYEE BENEFI	38,697.57	1,318.63	30,454.01	46,000.00	32,000.00	36,000.00
51.4751.210 Water DUES, SUBSCRIPTI	3,168.53	0.00	2,975.69	2,000.00	3,000.00	3,000.00
51.4751.220 Water PUBLIC NOTICES	994.09	120.40	931.65	450.00	1,000.00	450.00
51.4751.230 Water TRAVEL and TRAINI	759.14	0.00	2,700.00	2,000.00	2,750.00	2,500.00
51.4751.240 Water OFFICE SUPPLIES	144.34	0.00	1.99	300.00	50.00	100.00
51.4751.250 Water SUPPLY/MAINT & E	1,721.09	0.00	6,221.83	3,500.00	6,300.00	2,500.00
51.4751.252 Water FUEL	1,898.94	0.00	401.26	2,750.00	500.00	1,500.00
51.4751.265 Water SUPP & MAINT WAT	36,908.46	14.48	16,934.46	30,000.00	30,000.00	35,000.00
51.4751.266 Water SUPP & MAINT DIST	35,893.02	0.00	28,858.81	17,500.00	38,000.00	17,500.00
51.4751.267 Water SUPP & MAINT SEC	2,160.20	1,368.23	6,399.95	5,000.00	6,800.00	4,000.00
51.4751.280 Water UTILITIES	13,516.64	(503.60)	16,186.60	17,500.00	17,500.00	15,000.00
51.4751.310 Water PROFESSIONAL/TE	1,744.73	0.00	366.77	2,500.00	500.00	2,000.00
51.4751.450 Water WATER SAMPLES	5,292.70	90.00	5,068.55	5,500.00	5,500.00	5,500.00

**Monticello City**  
**Budget Revised & Propose**  
**07/01/2024 to 06/24/2025**  
**100.00% of the fiscal year has expired**

	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	2026 Tenative
51.4751.510 Water INSURANCE	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00
51.4751.550 LEASE EXPENSE - ANNUA	10,000.00	0.00	10,000.00	10,000.00	10,000.00	10,000.00
51.4751.610 Water MISCELLANEOUS	13,303.34	0.00	2,234.55	1,000.00	2,250.00	2,000.00
51.4751.690 Water DEPRECIATION	378,901.92	0.00	345,722.74	380,000.00	375,000.00	375,000.00
51.4751.820 Water INTEREST EXPENS	30,941.35	0.00	25,180.61	36,000.00	31,000.00	30,500.00
52.4752.110 Sewer SALARIES & WAGE	89,036.07	4,847.71	78,882.55	89,250.00	82,500.00	84,500.00
52.4752.130 Sewer EMPLOYEE BENEFI	43,462.96	2,029.52	45,820.35	49,750.00	48,000.00	49,750.00
52.4752.220 Sewer PUBLIC NOTICES	138.09	214.20	819.07	150.00	900.00	200.00
52.4752.230 Sewer TRAVEL and TRAINI	846.19	0.00	304.00	1,250.00	400.00	1,250.00
52.4752.240 Sewer OFFICE SUPPLIES	103.35	0.00	0.00	200.00	0.00	200.00
52.4752.250 Sewer SUPP & MAINT - EQ	8,377.05	0.00	3,966.89	5,000.00	5,000.00	5,000.00
52.4752.252 Sewer FUEL	446.68	0.00	1,274.56	2,250.00	1,500.00	1,500.00
52.4752.265 Sewer SYSTEM MAINTEN	1,246.36	0.00	760.00	4,000.00	2,000.00	2,000.00
52.4752.280 Sewer UTILITIES	3,633.48	0.00	3,150.67	4,800.00	3,500.00	4,000.00
52.4752.310 Sewer PROFESSIONAL/TE	702.23	0.00	242.08	750.00	750.00	750.00
52.4752.510 Sewer INSURANCE	0.00	0.00	16,467.46	15,000.00	16,500.00	15,000.00
52.4752.610 Sewer MISCELLANEOUS	1,566.73	0.00	2,356.20	1,000.00	2,500.00	1,000.00
52.4752.620 Sewer ADMINISTRATIVE F	0.00	0.00	0.00	15,000.00	0.00	0.00
52.4752.690 Sewer DEPRECIATION	54,065.58	0.00	46,003.54	55,000.00	52,000.00	54,000.00
53.4753.110 Sanitation SALARIES & WA	102,459.28	4,996.46	100,203.44	113,500.00	104,000.00	107,150.00
53.4753.130 Sanitation EMPLOYEE BEN	57,304.40	2,646.49	60,260.43	67,500.00	65,500.00	72,000.00
53.4753.240 Sanitation OFFICE SUPPLI	123.61	0.00	0.00	200.00	0.00	200.00
53.4753.250 Sanitation SUPP & MAINT -	7,718.71	18.28	21,643.21	15,000.00	22,000.00	15,000.00
53.4753.252 Sanitation FUEL	19,850.97	0.00	14,957.16	25,500.00	20,000.00	20,000.00
53.4753.255 Sanitation MAINTANANCE	4,277.97	0.00	7,740.00	8,000.00	8,000.00	8,000.00
53.4753.260 Sanitation POST CLOSURE	713.00	0.00	0.00	3,000.00	3,350.00	3,500.00
53.4753.267 Sanitation CONTRACTED S	8,356.92	0.00	8,273.82	8,000.00	9,000.00	9,000.00
53.4753.268 Sanitation TIPPAGE FEES	64,033.46	0.00	61,191.24	65,000.00	77,000.00	80,000.00
53.4753.310 Sanitation PROFESSIONAL	565.73	0.00	50.00	600.00	600.00	600.00
53.4753.510 Sanitation INSURANCE	0.00	0.00	10,000.00	10,000.00	10,000.00	10,000.00
53.4753.610 Sanitation MISCELLANEOU	1,296.68	0.00	2,308.77	1,000.00	2,500.00	1,500.00
53.4753.620 Sanitation ADMINISTRATIV	0.00	0.00	0.00	10,000.00	0.00	0.00
53.4753.690 Sanitation DEPRECIATION	23,491.68	0.00	24,587.16	65,000.00	24,000.00	24,000.00
<b>Total Operating expense</b>	<b>1,150,430.92</b>	<b>20,232.64</b>	<b>1,086,151.89</b>	<b>1,304,200.00</b>	<b>1,200,650.00</b>	<b>1,200,450.00</b>
<b>Total Income From Operations:</b>	<b>70,912.84</b>	<b>(13,963.26)</b>	<b>9,894.20</b>	<b>(142,000.00)</b>	<b>(16,800.00)</b>	<b>45,050.00</b>
<b>Non-Operating Items:</b>						
Non-operating income						
51.3794 Interest Income	15,149.62	0.00	11,904.89	8,500.00	12,000.00	10,000.00
51.3796.3 Conservancy District	87,000.00	0.00	29,000.00	29,000.00	29,000.00	29,000.00
52.3794 Interest Income	3,918.58	0.00	3,079.32	1,750.00	3,000.00	2,500.00
53.3794 Interest Income	4,864.57	0.00	3,822.68	3,000.00	3,800.00	2,750.00
<b>Total Non-operating income</b>	<b>110,932.77</b>	<b>0.00</b>	<b>47,806.89</b>	<b>42,250.00</b>	<b>47,800.00</b>	<b>44,250.00</b>
<b>Total Non-Operating Items:</b>	<b>110,932.77</b>	<b>0.00</b>	<b>47,806.89</b>	<b>42,250.00</b>	<b>47,800.00</b>	<b>44,250.00</b>
<b>Total Income or Expense</b>	<b>181,845.61</b>	<b>(13,963.26)</b>	<b>57,701.09</b>	<b>(99,750.00)</b>	<b>31,000.00</b>	<b>89,300.00</b>

**RESOLUTION #2025-07**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024-2025 FINAL BUDGET**

**AND THE FISCAL YEAR 2025-2026 TENTATIVE BUDGET OF FUNDS AND ACCOUNTS**

**FOR MONTICELLO CITY, UTAH.**

**WHEREAS**, in accordance with the Uniform Fiscal Procedures Act for Utah Cities, the City has heretofore adopted a final budget setting forth revenues and expenditures for the fiscal year ending June 30, 2025: and a tentative budget for the fiscal year ending June 30, 2026, and

**WHEREAS**, in accordance with the law a public hearing has been held on the proposed final budget for 2025 FY and the proposed tentative budget for 2026 FY and comments received relating thereto.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONTICELLO UTAH, STATE OF UTAH:**

**SECTION 1. Adoption:** That the Fiscal Year 2024-2025 Final Budget and the Fiscal Year 2025-2026 Tentative Budget<sup>1</sup> be hereby adopted, including all funds and accounts as shown in the budget format attached and dated June 24, 2025.

**SECTION 2. EFFECTIVE DATE:** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** this 24th<sup>th</sup> day of June 2025.

By: \_\_\_\_\_

Mayor Bayley Hedglin

ATTEST

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Melissa Gill, CMC, UCC  
Recorder

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**CITY COUNCIL OF MONTICELLO, UTAH**

**RESOLUTION #2025-07**

**SHORT TITLE:** A RESOLUTION ADOPTING THE FISCAL YEAR 2024-2025 FINAL AND THE FISCAL YEAR 2025-2026 TENTATIVE BUDGET OF FUNDS AND ACCOUNTS FOR MONTICELLO CITY, UTAH.

**PASSAGE BY THE CITY COUNCIL**

**ROLL CALL**

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
COUNCILMEMBER DUNN					
COUNCILMEMBER RICE					
COUNCILMEMBER CROWLEY					
COUNCILMEMBER CHAMBERLAIN					
COUNCILMEMBER SKINNER					

This resolution was passed by the City Council of the City of Monticello, on the 24<sup>th</sup> day of June 2025, on a roll call vote as described above.

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Mayor: Bayley Hedglin

ATTEST:

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City Recorder: Melissa Gill, CMC, UCC

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
--	----------------------------------

County: SAN JUAN

Tax Year: 2025

It is hereby resolved that the governing body of:

**MONTICELLO CITY**

approves the following property tax rate(s) and revenue(s) for the year:

**2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	\$287,812	0.001774
190 Discharge of Judgement	\$0	
\$287,812		0.001774

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

**Signature of Governing Chair**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

1-800-748-5275  
www.jonesanddemille.com



**Owner:** City of Monticello  
**Project:** 2024 Wasterwater Improvements  
**Proj #:** 2008-060  
**Bid Date:** Friday, June 13, 2025  
**Bid Place:** 696 N Main Street, Monticello UT 84535  
**Bid Time:** 3pm

#### SUMMARY OF BIDS

<i>Listed From Apparent Low Bid to High Bid</i>	<i>Company</i>	<i>Submitted Base Bid Amount</i>	<i>Submitted Base Bid + Alt 1</i>	<i>Submitted Base Bid + Alt 2</i>		
<b>Engineer's Probable Cost</b>						
1	<i>Silver Spur Construction</i> 1045 S. 500 E. American Fork UT 84003	\$ 589,238.00	\$ 1,538,492.00	\$ 1,416,188.00		
2	<i>Beh Brothers Construction, LLC</i> 81 E 500 N Monticello, UT 84535	\$ 637,154.76	\$ 2,193,528.14	\$ 1,617,927.72		
3	<i>Williams Construction</i> PO Box 704, Norwood, CO81423	\$ 1,269,272.56	\$ 3,592,587.70	No bid		
4	<i>Name (type-over)</i> Address (type-over)	\$ -				
5	<i>Name (type-over)</i> Address (type-over)	\$ -				
6	<i>Name (type-over)</i> Address (type-over)	\$ -				

#### BIDDER'S CHECKLIST

<i>Checklist Items</i>	<i>Silver Spur Construction</i>	<i>Beh Brothers Construction, LLC</i>	<i>Williams Construction</i>	<i>Name (type-over)</i>	<i>Name (type-over)</i>	<i>Name (type-over)</i>
Pre-Bid Conference (Mandatory/Non-Mandatory)	x	x	x			
Addenda Acknowledged	N/A	N/A	N/A			
Bid Amount(s) Filled Out Completely	x	x	x			
Bid Totaled	x	x	x			
Bidder's Information Filled Out Completely	x	x	x			
Bid Signed by Authorized Representative	x	x	x			
Acknowledgment for Corporation	x	x	x			
Bid Security	x	x	x			
Subcontractor List	x	x	x			
Contractor's License	x	x	x			
Bidder Qualification	x	x	x			
Construction Schedule						

#### ENGINEER'S COMMENTS

Based on an evaluation of the bids received for this project, Jones & DeMille Engineering (JDE) recommends that Silver Spur Construction be awarded the contract for this project. It is JDE's professional opinion that the bid submitted by Silver Spur Construction was in substantial compliance with the bidding documents.

*\*Additional explanation as necessary\**

UTAH STATE COURTS



# Deciding Next Steps for the Monticello Justice Court

May 28, 2025

## Options

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1. Keep the Court and Replace Judge Hazleton
2. Interlocal with the County
3. Dissolve the Court

## Option 1 – Keep the Court

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- AOC and Monticello Advertise the Vacancy (45+ days)
- AOC Forms the Nominating Commission (45+ days)
- Nominating Commission Conducts Interviews (45 days)
- Public Comment Period (10 days)
- Mayor Selects Finalist (30 days)
- City Council Ratifies Mayor's Selection (30 days)
- AOC Provides New Judge Orientation
- Judicial Council Certifies New Judge



## Option 1 – Replace Judge Hazleton

---

- Required by 78A-7-202(3) to announce a judicial vacancy:

<ul style="list-style-type: none"><li>• as an employment opportunity on the Utah Courts' website</li></ul>	AOC
<ul style="list-style-type: none"><li>• in an email to the members of the Utah State Bar</li></ul>	AOC
<ul style="list-style-type: none"><li>• as a class A notice under Section 63G-30-102, for at least 30 days</li></ul>	Monticello
<ul style="list-style-type: none"><li>• “Through other appropriate means”<ul style="list-style-type: none"><li>• Email to Justice Court Bench</li><li>• Email to a ListServ of Interested Applicants</li><li>• Word of Mouth</li></ul></li></ul>	AOC AOC Monticello

## Option 1 – Replace Judge Hazleton

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- Pursuant to 78A-7-202(2), a nominating commission must be formed which includes:
  - one member appointed by the county commission
  - one member appointed by the municipalities
  - one member appointed by the county bar association; and
  - two members appointed by the governing authority of the jurisdiction where the judicial office is located.
- The Nominating Commission meets at least twice:
  - Once to review applications
  - Then again to interview candidates
  - May meet a third time if negative comments are received during the public comment period

## Option 1 – Replace Judge Hazleton

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- Mayor has 30 days to make a selection
- City Council then has 30 days to ratify
- AOC notified in writing
- New Judge Orientation
- Judicial Council certifies Monticello's selection
- Judge takes the oath of office
- Judge can start hearing cases

## Option 2 – Interlocal Agreement

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- Monticello can contract with the county for justice court services
- An interlocal agreement is drafted and adopted by each party
- The other party petitions the Judicial Council to expand its territorial jurisdiction, likely effective January 1, 2026
- If Monticello wants to revert to operating its own court, it can terminate the interlocal agreement, hire a judge and the necessary staff, and resume operations

## Option 3 – Dissolve the Court

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- As a Class 3 Court, Monticello would need to notify the Judicial Council one year before dissolving
- Statute allows for the Judicial Council to shorten the time upon request
- San Juan County would need to agree

# UTAH STATE COURTS



## Questions?

Jim Peters  
Justice Court Administrator  
[jamesp@utcourts.gov](mailto:jamesp@utcourts.gov)  
(801) 578-3824

## INTERLOCAL AGREEMENT GOVERNING THE USE OF THE SAN JUAN COUNTY JUSTICE COURT BY MONTICELLO CITY

THIS AGREEMENT is made and entered into between SAN JUAN COUNTY (hereinafter "County"), a political subdivision of the State of Utah, and MONTICELLO CITY CORPORATION (hereinafter "City"), a Utah municipal corporation, (together referred to as the "Parties").

WHEREAS, Title 11 Chapter 13, Utah Code Annotated, 1953, as amended, provides for interlocal cooperation between local governmental units; and

WHEREAS, Utah Code Annotated 78A-7-102(4) provides for contracts between municipalities and counties regarding the use of justice courts; and

WHEREAS, County and City desire to make the most efficient use of the currently established San Juan County Justice Court by cooperating on a basis of mutual advantage in the use of such court; and

WHEREAS, City wishes to contract with County for County to provide justice court services for City; and

WHEREAS, County has determined that it is in the best interest of County to enter into this Agreement, is empowered by Utah Code Annotated, 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by the San Juan County Board of Commissioners, to enter this Agreement; and

WHEREAS, City has determined that it is in the best interest of City to enter into this Agreement, are empowered by Utah Code Annotated 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by its City Council to enter this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Jurisdiction. City is hereby authorized and required by law to file with the San Juan County Justice Court any and all criminal actions which may be prosecuted by City for violation of City ordinances, State misdemeanors, or other violations that are within the territorial and subject matter jurisdiction of the San Juan County Justice Court.
2. Duration. This Agreement shall be for a term of five (5) years from the date of execution of this Agreement. Term thereafter, the Agreement shall automatically extend for a term of five years unless 90 days' prior written notice is given by either Party to terminate this Agreement. All renewals shall be under the same terms and conditions of this Agreement, provided, however that the parties may agree to amend the amounts paid to County for services rendered.
3. Option 1 Fines. All fines and forfeitures collected by the San Juan County Justice Court in relation to

matters filed by City in such court shall be remitted as follows: (1) 25% to the City Treasurer and (2) 75% to the County Treasurer. All sums due to City shall be remitted to the City Treasurer on a quarterly basis by the County Treasurer. The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

Option 2 Fines, in relation to matters filed by City in such court shall be remitted as follows: (1) 0% to the City Treasurer and (2) 100% to the County Treasurer. All sums shall be documented with quarterly reports and presented to City Treasurer by the month following the end of the quarter. The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

4. Costs. City recognizes that the cost of the San Juan County Justice Court administration, including salaries of the Judges, Clerks and other staff, and the physical facilities for the San Juan County Justice Court is paid by the County. County shall continue to pay said expenses with no cost to City.
5. Prosecution. County agrees to prosecute the cases filed by City without further remuneration under the terms and conditions contained herein. City agrees and authorizes County to prosecute any and all cases filed in the San Juan County Justice court by City. County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make any and all prosecutorial decisions.
6. Indigent Defendant. County shall maintain a system of providing for and funding of indigent defense counsel where requested and warranted.
7. Record Review. City shall have the right to review the records of the San Juan County Justice Court at any reasonable time and interval and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the reporting of the amounts collected by the San Juan County Justice Court and with respect to the disclosure of information in the San Juan County Justice Court records for review or auditing purposes.
8. Administration. In satisfaction of the requirements of the Utah Interlocal Act and in connection with this Agreement, the Parties agree that:
  - This Agreement shall be authorized by the legislative body of each Party by resolution;
  - This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;
  - An original counterpart or copy of this executed Agreement shall be filed with the keeper of records of each Party;
  - Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
  - No separate legal entity is created by the terms of this Agreement.

To the extent that this Agreement requires administration other than as set forth herein, it shall be administered on a case-by-case basis as indicated by the Parties. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party or available under Utah law.

9. Applicable Law. County and City agree that this Agreement shall be governed by the laws of the State of Utah.

**COUNTY:**

SAN JUAN County Commission

**CITY:**

MONTICELLO City

## CHAPTER 15

### RECREATIONAL VEHICLE PARKS

#### SECTION:

#### 10-15-1: STANDARDS AND REQUIREMENTS:

The development of a recreational vehicle park shall conform to the following standards and requirements unless modified by an approved planned development plan:

An RV park shall be adapted to individual site conditions and the plat should use terrain, natural drainage conditions when possible, existing trees, shrubs and rock formations with a minimum of disturbance of the land. Conditions of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants or adjoining neighbors. Recreational vehicle parks shall be located in a C-1 commercial zone.

**A Park Area Requirements:** One acre minimum, not more than twenty (20) spaces.

**B Space Area Requirements:** Eight hundred (800) square feet minimum for full hookups. (No RV park shall have a density greater than 20 units per acre.) Four hundred (400) square feet minimum for those spaces not having hookups. Minimum rental space size shall not include any area required for access roads, off street parking, service buildings, recreation areas, office and similar RV park needs.

**C Open Space:** Open space for common areas, playgrounds and other recreational uses shall be provided at the rate of at least ten percent (10%) of the gross area of the RV park, and shall be of sufficient size and distribution as to be a functional part of the entire development plan. Open space shall not include any area designated as a roadway, RV rental space, storage area, or any area required for setbacks as set forth in subsection F of this section.

**D Rental Pad Requirements:** Spaces containing hookups for water, sewer and electricity shall be equipped with a surface area of not less than ten feet by forty feet (10' x 40'). Surfacing shall consist of gravel, asphalt or concrete. Where gravel surfacing is used, the design of the gravel pad shall be approved by the city engineer to maintain proper drainage and minimize dust. Where provided, each RV unit shall be parked entirely on the surface area so that no part thereof obstructs any roadway or walkway within the RV park. Those spaces not equipped with such a surface area, intended for occupancy by recreational vehicles not having self-contained toilets, lavatory or bathing facilities, shall be equipped with a gravel pad, the design of which shall be approved by the city engineer, of not less than ten feet by twenty five feet (10' x 25') for RV unit parking and a hookup for water. Electricity shall be provided with at least one hundred ten (110) volts, or 110/220 volts, installed in accordance with applicable state electrical codes.

No individual space in a recreational vehicle park shall be used by one individual for more than one hundred eighty (180) days consecutively, nor shall such space be rented or leased to any one individual for a period longer than one hundred eighty (180) days in any one calendar year.

E Space Width Requirements: Twenty feet (20') minimum. There shall be a minimum distance of ten feet (10') provided between RV units parked side by side. There shall be a minimum distance of ten feet (10') between RV units parked end to end. There shall be a minimum distance of twenty feet (20') between any RV space and any building.

F Park Setback Requirements: Each recreational vehicle park shall have the following setbacks:

1 Side Setback And Rear Setback: Ten feet (10') minimum from adjacent property other than R-1 and R-2. In R-1 and R-2 setback shall increase to twenty feet (20'). The side setback shall be a drainage swale without any utilities. An additional five feet (5') shall be provided if utilities are to be included in the development.

2 Front Setback: Twenty feet (20') minimum from a state highway and ten feet (10') from a city street.

G Allowed Vehicle Requirements: Only recreational vehicles, as defined in section 10-1-4, "Definitions", of this title, may be located in an RV park.

H Parking Requirements: Parking shall be provided for each RV in the park in addition to one automobile for each RV space. RV parking spaces need not be hard surface but should be of a gravel type material and be kept weed free. Each recreational vehicle (RV) shall be able to park in designated spaces, and no portion of a driveway or roadway may be used for recreational vehicle parking. All RVs shall maintain at least ten feet (10') spacing between RV units.

I Access And Roadway Requirements: Each RV park shall have access roads as follows:

1 For One-Way Traffic: Roadways with no parking: Eighteen feet (18') in width;

2 For Two-Way Traffic: Roadways with no parking: Thirty two feet (32') width;

3 For Entrance Roadways: The city requires thirty two feet (32') in width. Each RV park greater than three (3) acres shall have at least two (2) accesses to city streets. On state highways, meet the UDOT requirements.

4 Road Design: Streets or roadways and parking areas within the RV park shall be designed to provide safe and convenient access to all spaces and to facilities for common use by park occupants, and shall be constructed and maintained to allow free movement of emergency and service vehicles at all times, and shall be graded to drain and surfaced with gravel, asphalt or concrete, the design of which shall be approved by the city engineer, to maintain proper drainage and minimize dust. A forty five foot (45') turning radius shall be required on all curves, to allow access by emergency vehicles.

5 Lighting: All roadways and walkways within the park shall be adequately lighted at night, to provide safe access. All lights shall be shielded to keep the light from leaving the property. (0 foot-candles at the property line.)

J Outdoor Living Space Requirements: Each RV space shall provide an "outdoor living" space adjacent to the vehicle parking space. The outdoor living space shall be a minimum of two hundred (200) square feet and shall be maintained in a clean and weed free manner.

K Landscaping Requirements: A landscape plan, to be approved by the plan commission of the city of Monticello, shall be required for all RV parks. Landscape shall be designed to perform the following conditions:

- 1 Provide an attractive entrance and street frontage;
- 2 Provide dust and erosion control;
- 3 Provide a neat, attractive and aesthetically pleasing appearance.

Drought tolerant grass and ornamental landscaping shall be required in all RV parks, together with adequate water outlets to maintain all landscaping. The RV park shall be screened from R-1 residential properties by means of fences or walls six feet (6') in height. All other adjacent properties may be screened by hedges or other landscaping.

L Utility Requirements: All RV parks shall be served by public water supply and public sewer system (including dump stations). All utilities shall be placed underground. City utilities shall be metered as determined by the city codes. Installation of backflow valves and dump stations shall be in accordance with the applicable codes.

M Fire Protection: Fire hydrants shall be installed throughout all RV parks in accordance with the specifications of the city of Monticello fire department.

N Sanitary Facility Requirements: All RV parks shall meet all sanitary facilities required by the Utah state department of health code for RVs and shall provide a dump station for dependent recreational vehicles. Parking around the service building shall be hard surfaced. Recreational vehicles shall meet all requirements of the recreational vehicle sanitation code, R392-301, as adopted by the Utah state board of health in 1993, which code is hereby adopted by reference.

O Refuse Disposal: The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions. All refuse shall be stored in durable, washable and nonabsorbent metal or plastic containers with tightfitting lids. Such containers shall be provided at the rate of at least one 30-gallon container, secured in a rack or holder, for each rental space, or an equivalent storage capacity in a centralized storage facility. Adequate refuse collection and removal shall be the responsibility of the park owner and contracted with the city.

P Tents: Tents shall be permitted, within RV parks. Areas for group tent camping may be established, with the following provisions:

- 1 The area set aside for such group use is not part of any designated open space;
- 2 An adequate number of parking spaces is provided;

- 3 The area is served by one or more water outlets; and
- 4 The area is located no further than three hundred feet (300') from a service building.

Q Structural Additions: Temporary structures such as canvas awnings, screened enclosures, or platforms, which are normal camping equipment, may be erected but must be removed when the rental space is vacated. No other structural additions shall be built onto or become a part of any RV.

R Storage Sheds: No storage sheds shall be allowed within an RV rental space.

S RV Storage: Recreational vehicles may be stored where permitted, but not used for permanent living quarters.

T Stormwater Management: Storm drainage facilities shall be so constructed as to protect visitors to the RV park as well as adjacent property owners. Such facilities shall be of sufficient capacity to ensure rapid drainage and development and shall be connected to the city's storm drainage facilities.

U Application Requirements And Procedures: The proponent of a recreational vehicle park, or an expansion thereof, shall make written application for special review for a recreational vehicle (RV) park, in accordance with title 11 of this code, subdivision requirements and the following shall also be submitted with such application to the planning commission and city council:

- 1 A preliminary site development plan designating rental spaces, utility easements, roadways, open space, accessory buildings and special features.
- 2 Upon receiving an affirmative review by the city council and the plan commission for the project, a complete and comprehensive development plan, including the following:
  - a Detailed land use plan, drawn to a scale of one inch equals one hundred feet (1" = 100'), unless larger scale is necessary, including the dimensions and location of each RV rental space, service buildings, common and recreation areas, surrounding land uses and zoning districts prepared by an architect or civil engineer;
  - b Typical street cross sections;
  - c Location and widths of roadways, sidewalks and pedestrianways;
  - d Topography of site, at two foot (2') contours;
  - e Grading and drainage plans;
  - f Utility plans;
  - g Legal description of property, including acreage;
  - h Copy of title commitment;

- i Landscaping, screening and fencing plans;
- j Fire protection plan;
- k Location and description of all permanent structures and common facilities;
- l Acreage and percentage of land to be set aside as open space;
- m Density of RV rental spaces per acre;
- n Vicinity map drawn to a scale of one inch equals one thousand feet (1" = 1,000') or one inch equals five thousand feet (1" = 5,000');
- o Location of all areas subject to inundation or stormwater overflow and the location, area and direction of flow of all water sources, including the 100-year floodplain boundaries;
- p Location and principal dimensions of all existing or proposed easements, watercourse boundaries, public utilities, monuments, pins, bench marks and other significant features;
- q Proposed surface treatment and design of all interior roadways and rental pads.

- 3 A listing of all names and addresses of all owners of the property located, in whole or in part, within three hundred feet (300') of the property line.
- 4 A time schedule for the development.
- 5 Information regarding abutting properties and land uses.
- 6 An application fee for special review, as set forth in title 11 of this code.
- 7 A fee for establishing or expanding a recreational vehicle park.

(Ord. 2016-2, 1-12-2016)

**Please review this whole section.**

**10-2-7: PARKING AND STORAGE OF RECREATIONAL VEHICLES:**

- A. Intent: The intent of this section is to define locations for the parking and storage of recreational vehicles such that neighborhood quality and character are maintained.
  - 1. "Recreational vehicle" as defined in section 10-1-4 of this title.
  - 2. "Residential areas" as used in this section means property located within a residential zone and property used for residential purposes located in zone of the city.

3. "Parking" as used in this section means the temporary parking of a recreational vehicle for a limited period of time as specified in subsection B or D of this section.

4. "Storage" as used in this section means the parking of a recreational vehicle when it is not in use off site.

5. Exemptions:

a. Pickup or light truck of ten thousand (10,000) pounds' gross weight or less with or without a mounted camper unit that is used primarily by the property owner or tenant for transportation purposes.

b. Travel trailer, camp trailer, or motor home when temporarily located on a lot or parcel on which a building is being constructed and said vehicle is connected to approved water and sewer facilities for a period of one (1) year or less.

B. Parking Restrictions:

1. No recreational vehicle may be parked upon a city street for longer than twenty-four (24) consecutive hours.

2. A recreational vehicle may not be parked on a city street in a manner that obstructs visibility from adjacent driveways or street corners.

3. While parked on a city street no pop outs or other lateral extension of the recreational vehicle shall be deployed.

4. No recreational vehicle parked on a city street may be used as a dwelling.

5. A recreational vehicle may be parked in the front setback area of a residential dwelling for no more than fourteen (14) days per vehicle in any one (1) calendar year, provided:

a. The recreational vehicle is parked on a driveway.

b. The residential parking requirement at subsection [10-2-5C](#) of this chapter is still satisfied.

c. No portion of the recreational vehicle may extend into the city street or sidewalk.

d. No portion of the vehicle may extend beyond the property line of the lot or parcel upon which it is parked.

e. No effluent, petroleum product, or wastewater is discharged from the recreational vehicle.

C. Storage Requirements:

1. No recreational vehicle may be stored upon a city street or sidewalk.

2. A recreational vehicle may be kept in a side or rear yard at the owner's residence, provided:

a. The vehicle is screened from adjacent properties by vegetation, or a fence built in compliance with section [10-2-14](#) of this chapter.

b. The vehicle is maintained in a clean, well-kept condition that does not detract from the appearance of the surrounding area.

c. The vehicle is operational and currently registered and licensed.

d. No effluent, petroleum product, or wastewater is discharged from the vehicle.

D. Recreational Vehicle as A Temporary Dwelling Unit:

1. It is unlawful for any person to use any parked or stored recreational vehicle as a permanent dwelling.

2. A recreational vehicle may be used as a temporary dwelling when the vehicle is used by guests who travel in it, provided:

a. The recreational vehicle is situated on the host's property in conformance with subsection B4 or C of this section.

b. The vehicle is equipped for sleeping.

c. The stay does not exceed fourteen (14) days per vehicle in any one (1) calendar year.

3. A stored recreational vehicle may be used for temporary sleeping space, provided:

a. The vehicle is stored on the owner's property in conformance with subsection C of this section.

b. The vehicle is equipped for sleeping.

c. No effluent or wastewater is discharged from the vehicle.

d. No portion of the vehicle may extend beyond the property line of the lot or parcel on which it is situated.

e. Use does not exceed thirty (30) days in any one (1) calendar year. (Ord. 2016-6, 6-28-2016; amd. Ord. passed 11-29-2022; Ord. 2024-02, 2-27-2024)

# **Rules of Order and Procedure for Monticello City Council and Planning Commission Meetings**

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## **Section 1 – Role and Authority of the Council and Commission Chair**

### **1.0 – Role of the Council Chair (Mayor) and Commission Chair**

- A.** The Mayor shall serve as Council Chair and preside at all City Council meetings. The Planning Commission may choose a Commission Chair each January to preside at all Planning Commission meetings.
- B.** Shall determine that a quorum is present before transacting business.
- C.** Shall recognize and call upon speakers.
- D.** Shall determine if motions are in order.
- E.** Shall preserve order and enforce the rules of procedures and conduct.
- F.** Open discussion and introduce items listed on the agenda. The Mayor/Commission Chair reserves the right to change the order of the agenda at his/her discretion.
- G.** While the Mayor/Chair has the authority to preserve decorum in meetings, the City Manager is also responsible for the orderly conduct and decorum of all city employees under the City Managers direction and control.

## **Section 2 – General Information on Public Meetings**

### **2.0 General Rules**

- A. Quorum** – The minimum number of City Council members necessary to constitute a quorum is three (3), excluding the Mayor. The minimum number of Planning Commission members to constitute a quorum is two (2).
- B. Attendance** – Excused absence shall be granted to any Council/Commission member when requested in advance.
- C. Robert's Rules of Order** – Robert's Rules of Order, 12<sup>th</sup> Edition or newer, are adopted and incorporated herein by reference.

### **2.1 Regular Meetings**

- A. Standing Location, Date and Time** – Regular City Council meetings shall be held on the second and fourth Tuesdays of each month beginning at 7:00 pm. Regular Planning Commission meetings shall be held on the first Tuesday of each month beginning at 6:30 pm. Meetings shall be convened in the Hideout Community Center, 648 S Hideout Way, in Monticello City.
- B. Alternate Location, Dates and Times** – The City Council/Planning Commission may elect to meet at alternate locations, dates, and times. Upon such election, public notice shall be given of the change in accordance with Utah State Law.
- C. Cancellation and/or Rescheduling of Meetings** – Any regular meeting may be canceled or rescheduled by a majority vote of the City Council/Planning Commission. The City Recorder shall ensure that any cancellation, alternate date/time or alternate location is published on the City's website or other generally accepted medium, as designated by city ordinance or State Law.

## **2.1 Monticello 101**

**A.** When determined necessary, the City Council may conduct meetings prior to regular City Council meetings, or on other days approved by the city Council, to allow the City Council to informally review items of interest. The time of the workshop meeting will be posted in accordance with State Code. The City Council may not take formal action on items during the Monticello 101 meeting.

## **2.2 Special Meetings and Emergency Meetings**

**A.** Consistent with State Law, special meetings may be called at any time by the Mayor, two or more members of the City Council, or the Planning Commission Chair. The City Recorder shall post notice thereof as provided by State Code. Special meetings may be held at any location, if such meetings are conducted in accordance with State Code.

- 1.** At least three hours' notice will be given of any special meeting.
- 2.** An order for the special meeting is to be entered in the minutes of that meeting.

## **2.3 Notice of Meetings**

**A. Posting in General Circulation** – The City Recorder shall publish in at least one newspaper in general circulation within the city, a statement of dates, times and places of the City Council and Planning Commission meetings for the calendar year. Posting shall occur at least one week prior to the first regular meeting of the calendar year. One additional alternate posting shall be on the City's Website.

**B. Posting of the Agenda** – The regular City Council and Planning Commission meeting agendas shall be posted by 6:00 p.m., the Friday, four (4) calendar days prior to the next Tuesday regular scheduled meeting. However, urgent or time sensitive agenda items and agenda information may be posted up until 24 hours prior to the City Council/Planning Commission meeting as provided by law. Any emergency items may also be posted up until said 24 hours prior to the City Council meeting as provided by law.

**C. Conformity** – The City Recorder shall check at reasonable intervals to ensure that these postings remain accurate, are accessible to the public, and conform to State Code.

## **Section 3 – Agenda Submission Deadlines and Distribution**

### **3.0 – Deadline for Submission and Removal of Agenda Items**

**A. Deadline for the General Public** – All items submitted by the general public to be presented at regular City Council/Planning Commission meetings must be in writing and include all desired supporting documentation and material. The general public deadline for submitting an item to the City Recorder is 1:00 p.m., Tuesday, seven (7) days prior to the next Tuesday regularly scheduled meeting at which the item(s) are to be presented. As an alternative, the general public may raise any item with the City Council/Planning Commission that is not on the agenda, during a regular meeting's public comment section of the agenda.

**B. Deadline for City Council** – The deadline for a City Council Member/Planning Commissioner to submit an item to the City Recorder is 1:00 pm, Thursday, prior to the next Tuesday meeting, or five (5) days prior to the meeting if the meeting falls on an alternate day of the week. Items, including staff reports and supporting material, submitted by the City Council/Planning Commission to present at the regularly scheduled meeting must be in writing and submitted per the referenced deadlines to ensure sufficient time to complete internal administrative reviews of proposed agenda items.

**C. Removal of Agenda Items –**

- 1.** Individuals may request the Mayor, Planning Commission Chair, or City Recorder to remove any item they submitted from the agenda at any time.
- 2.** The Mayor, Planning Commission Chair, or City Manager, has the authority to remove agenda items.
- 3.** In the event items are directed not to be placed on an agenda or removed from an agenda by the Mayor, Planning Commission Chair, City Manager, or City Recorder after posting, the governing body shall be informed of such removal, or directive. Additionally, any such removals after posting shall be reflected in the revised agenda as a redline strikeout notation.
- 4.** Staff Reports are to be independent of edit or modification by members of the governing body prior to their submission to the Recorder and placement of the Council Agenda. If, however, a member of the governing body desires specific information be included in staff reports, such requests shall be directed to the City Manager.

**3.1 – Agenda Posting and Material Upload**

**A. Posting of Agenda** – Barring unavoidable difficulties or holidays, Meeting Agendas will be posted 6:00 p.m. Friday, prior to the next Tuesday meeting, or four (4) days prior to the City Council/Planning Commission meeting if the meeting falls on an alternate day of the week. The Meeting Agenda may not be changed, this includes but is not limited to adding, removing or modifying any individual item of the Agenda, within twenty-four (24) hours prior to the Meeting, pursuant to Utah Code 52-4-202, and the Public Notice Website.

**B. Media Notification** – Media notification shall be accomplished by the City's upload to the Utah Public Notice Website.

**3.2 – Agenda Item Information**

**A. Support Material for Agenda Items** – Each agenda item shall be accompanied with any support material needed for Councilmembers/Commissioners to take action.

**B. Numbering and Indexing of Agenda Items** – All items shall be numbered or lettered sequentially for purposes of consideration of the Agenda.

**C. Non-Agenda Items** – While matters not on the agenda may be discussed, no final action can be taken on any matter not on the written agenda.

## **Section 4 – Participation in Public Meetings**

### **4.0 – Councilmembers'/Commissioners' Right to Speak**

- A. Requesting to Speak** – While each member has the right to speak, the Councilmember/Commissioner must request this right by addressing the Chair. The Chair must recognize any Councilmember/Commissioner who seeks the floor when appropriately entitled to do so. Upon being recognized, the Councilmember/Commissioner may proceed.
- B. Staying on Topic** – Councilmembers/Commissioners will limit their comments to the subject matter, time or motion being currently considered by the governing body.
- C. Interrupting** – A Councilmember/Commissioner, when given the floor, shall not be interrupted while speaking unless called to order by the Chair, unless a point of order is raised by another Councilmember/Commissioner, or unless the speaker chooses to yield a question from another Councilmember/Commissioner. Councilmembers/Commissioners shall not be interrupted in making a motion. Any motion shall be allowed to proceed for a second.

### **4.1 – City Employees' Right to Speak**

- A. City Manager and Administrative Level Officials** – The City Manager and any other appointed, administrative level official shall be entitled at all times to any privilege of the floor for the purpose of speaking upon any question that pertains to their duties, responsibilities and authority.

### **4.2 – General Participation in Public Meetings and Public Hearings**

- A. Invited to Attend** – All are welcome to attend City Council and Planning Commission public meetings and hearings and will be admitted up to the fire safety capacity of the room.
- B. Addressing City Council/Planning Commission** – The Chair must first recognize any party representing an item on the agenda, desiring to address the governing body. When called upon, the person will approach the podium and state their name to be included in the meeting minutes. If speaking for groups, the name of the group should be stated.
- C. General Public Comment to Agenda and non-Agenda Items** – There shall be a portion of the City Council/Planning Commission Meeting designated as Public Comments for non-Agenda Items. During this time the public may address non-agenda items to the Council/Commission. Each speaker will be allowed three (3) to five (5) minutes to speak, depending on the amount of public comment requests. This segment shall be limited to twenty (20) minutes, total. Persons representing an agenda item shall confine their remarks to matters related to the agenda item.
- D. Equitable Time to Speak** – To guarantee all persons, on the agenda, and acting as presenters an opportunity to be heard, initially, all such speakers will be given the same amount of time to speak. Presentations shall be limited to twenty (20) minutes each but may be extended or shortened at the discretion of the Chair.

**E. Rules of Conduct for the Governing Body** – Subject to State Rules, Regulations, or Code, Councilmembers/Commissioners may expel any other

Councilmember/Commissioner on a two thirds vote, for acts that in the governing bodies majority opinion, rise to a degree of substantially disrupting the orderly function of the Meeting.

**F. Rules of Conduct for the General Public** – Members of the audience shall not engage in disorderly or boisterous conduct including the utterance of loud, threatening, or abusive language, clapping, whistling, stamping, or other acts that disturb, disrupt, impede, or otherwise render the orderly conduct of the meeting unfeasible. Such demonstrations shall not be permitted and those engaged in such conduct will be removed from the meeting room at the discretion of the Chair.

**G. Banners and Signs** – No placards, banners, or signs will be permitted in the City Council/Planning Commission chamber or in any room in which the City Council/Planning Commission is meeting. Exhibits, displays, and visual aids used in connection with agenda items are permitted.

## **Section 5 – Motion Procedures**

### **5.0 Motions**

**A.** Any matter that requires a decision shall be brought before the Council/Commission by motion.

**1.** Other than a Motion to Adjourn, Motions are not permitted during Monticello 101 meetings.

**B.** A Council Member/Planning Commissioner may call for a motion at any time and shall be recognized by the Chair.

### **5.1 Allowed Motions**

**A.** There are three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.

**1. Initial Motion** – The initial motion is the one that puts forward an item for the City Councils/Planning Commissions consideration. An initial motion might be: “I move that we adopt...”. The commencement of an initial motion suspends debate. The Chair shall recognize the motion and allow for the opportunity of a second, at which point, there may be discussion on the motion by the Council/Commission, but no further public comment. If there is not second, or a motion is defeated, debate may continue unless, or until there is another motion offered.

**2. Motion to Amend** – If a Councilmember/Commissioner wants to change the initial motion that is before the City Council/Planning Commission, they would move to amend it. A motion to amend might be: “I move that we amend the motion to adopt ordinance number 10-1 with changes in paragraph 1 as follows...”. A motion to amend takes the initial motion that is before the Council/Commission and seeks

to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

**3. Substitute Motion** – If a Councilmember/Commissioner wants to completely do away with the initial motion that is on the floor and put a new motion before the Council/Commission, they would make a substitute motion. A substitute motion might be: “I move that we refer ordinance number 10-1 to the Planning Commission for its recommendation”.

## **5.2 Allowed Number of Motions on the Floor at the Same Time**

A. There can be up to three motions on the floor at the same time and no more than three. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

## **5.3 Motions Not Debatable**

A. The following motions are not debatable – a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.

## **5.4 Reconsidering a Motion**

A. A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider.

- 1. Timing** – A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the City Council/Planning Commission if the item is properly placed on the agenda.
- 2.** A motion to reconsider cannot be made at a special meeting of the Council/Commission unless the number of members present at the special meeting equals or exceeds the number present at the meeting when the action was approved.
- 3.** A motion to reconsider can only be made by a member who voted in the majority on the original motion.

# **Section 6 – Voting Procedures**

## **6.0 Council/Commission Voting**

**A. Methods of Voting** – As prescribed by State Law, a roll call vote is to be taken for all ordinances, resolutions, and any action that creates a liability to the City. Each Councilmember’s/Commissioner’s vote must be clearly set for the record. No member shall address the Chair or demand the floor while a vote is being taken. Every resolution or ordinance shall be in writing before the vote is taken.

**B. Abstention** – Every Councilmember/Commissioner present has the right to abstain from voting. Abstentions are the equivalent to a no vote when determining the outcome of the

vote since it takes three (3) votes to pass any matter in City Council meetings and two (2) votes to pass any matter in Planning Commission meetings.

**C. Voting Results** – The Chair shall announce the results of the voting, and state whether the matter voted upon passed or failed.

**D. Minimum Vote Required** – The minimum number of yes votes required for passing of any ordinance or resolution or to take any action, unless otherwise prescribed by State Law, is a majority of the voting members of the Council/Commission. Any ordinance, resolution or motion of the City Council/Planning Commission having fewer favorable votes than required is defeated and invalid.

**E. Voting by the Mayor** – The Mayor is a non-voting member of the City Council except as provided by State Law:

1. The Mayor by State Law may vote on each matter for which there is a tie vote of the other Councilmembers present; or when the Council is voting on:

- a. Whether to appoint or dismiss a municipal manager; or
- b. An ordinance that enlarges or restricts the Mayor's powers, duties, or functions.

**F. Tie Vote** – A tie vote results in a lost motion. In such an instance, any member of the City Council/Planning Commission may offer a motion for further action. If there is no affirmative vote, the result is no action. A vote of 2-2 with one abstention in City Council and a vote of 1-1 with one abstention in Planning Commission means the motion fails. Only when one City Councilmember is absent and the vote is 2-2, the Mayor is entitled to vote.

## **Section 7 – Order of Business for Regular Meetings**

### **7.0 General Order for City Council**

A. City Council Meetings will be generally conducted in the following order, unless otherwise specified.

1. Call to Order
2. Invocation/Opening Remarks/Pledge of Allegiance
  - a. Approval of the minutes of previous meetings (1<sup>st</sup> meeting of each month)
  - b. Approval of bills as paid (1<sup>st</sup> meeting of each month)
3. Public Comment
4. General Business/Action Items
5. Follow Up Items
6. Administrative Communications
7. Consider Upcoming Agenda Items
8. Adjournment

### **7.1 General Order for Planning Commission**

A. Planning Commission Meetings will be generally conducted in the following order, unless otherwise specified.

1. Call to Order
2. Approval of the minutes of previous meetings
3. Public Comment
4. General Business/Action Items
5. Administrative Communications
6. Consider Upcoming Agenda Items
7. Adjournment

## **7.2 Standard Adjournment**

**A.** The hour of adjournment is 10:00 p.m. and will not continue beyond that time without a majority vote of the City Council/Planning Commission.

1. To assist in making the determination to continue past the hour of adjournment, the Council/Commission may determine if deliberation could be concluded by 10:30 p.m. and continue to that time. Otherwise, all items remaining after the hour of adjournment will be deferred until the next scheduled meeting.

## **Order of Business for Public Hearings**

### **8.0 – General Order**

**A.** Public Hearings will generally be conducted in the following order, unless otherwise specified by Council/Commission.

**B.** Notice of statutory Public Hearings will be posted as required by Law. Additional or voluntary Public Hearings should be noticed as practicable or as can be reasonably accommodated.

**C.** The members of the City Council/Planning Commission will receive a staff report on the matter in the agenda packet prior to the meeting. This provides the Council with an opportunity to study the staff report, which will become part of the Public Hearing record, and to become familiar with the item prior to the Public Hearing.

**D.** When the Public Hearing is called, staff will summarize the matter as contained in the staff report or request a continuation to a future meeting. The City Council may ask staff questions for clarification.

**E.** The Chair opens the Public Hearing.

**F.** Subject to reasonable administrative procedures, all members of the public should be given the opportunity to speak during the Public Hearing. General comments and questions from the public may be limited to a maximum of five (5) minutes per person, however, the spokesperson for larger groups may be allowed up to ten (10) minutes (time permitting). Individuals or groups shall not be allowed to defer any portion of their time to other speakers.

**G.** No repetitive or redundant testimony is allowed.

- 1.** A speaker shall not present the same or substantially the same items or arguments to the Council/Commission repeatedly or be repetitious in presenting their oral comments.
- 2.** To expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Any group of individuals wishing to address the Council/Commission on the same subject matter is encouraged to designate a spokesperson. With the consent of the Council/Commission, the Chair may extend the time allocations for a designated spokesperson as needed.

**H.** Following each presentation, members of the City Council/Planning Commission may question the speaker(s).

**I.** When all parties have been heard and there are no additional requests to speak the Chair shall close the Public Hearing.

**J.** Upon completion of public comment, the Council/Commission shall be allowed to deliberate and discuss without interruption.

**K.** If the Council/Commission raises new issues through deliberation and seeks in its discussion to take additional public testimony, the Public Hearing may be reopened. At the conclusion of additional public testimony, the Chair shall again close the Public Hearing.

**L.** Any member of the Council/Commission may make a motion to:

- 1.** Continue the Public Hearing to a future date to allow for further study/discussion; or
- 2.** Close the Public Hearing and do one of the following:

  - a.** Approve the matter as submitted,
  - b.** Conditionally approve the matter with certain revisions,
  - c.** Deny the matter, or
  - d.** Deny the matter without prejudice (this action will allow the applicant to re-file without waiting a specified time period and will permit the waiver of any required fees).

**M.** The applicant may withdraw the matter at any time before a vote is taken by the City Council/Planning Commission.

# **PARKS & CITY GROUNDS**

## **Veterans Park**

- Irrigation
  - ~~A 2" valve needs to be replaced.~~
  - The filtration system needs to be improved.
  - Electrical shorts in the system.
  - Aging system in general.
  - ~~Broken heads need to be replaced.~~
  - ~~Replant a lot of grass.~~
  - ~~Rodent problem.~~
  - ~~A completely broken section along main street.~~
  - ~~A huge fungus problem taking out the grass in multiple areas of the park.~~
- The pavilion needs maintenance such as oiling.
- ~~Bathrooms have a broken toilet,~~ and the doors need replaced.
- The doors to the middle closet could be replaced and the lighting needs to be updated in the closet.
- Need more picnic tables and throw out the old ones.
- Need to secure benches.
- Need more garbage cans.
- Need new playground equipment.
- ~~Sand bees.~~
- Tree limbing needs to be done.
- Remove dead trees.
- Parking lot improvements need to be made.
- Planting of new trees to replace the dead ones.
- Improvements to the monument need to be made. Fix broken bricks.
- Removal of thorn bushes and better watering systems by the monument.
- Better locks on electrical boxes and light boxes.

## **Circle Park**

- ~~The sprinkler controller is broken, this requires sprinklers to manually be turned off and on.~~
- ~~Has electric heads and valves that are broken.~~
- ~~Has broken lines on the southside of the park. Was not receiving any water last year.~~
- Outdated and missing playground equipment. Need new equipment.
- ~~Sand bees.~~
- Dying trees.
- Needs new trash cans, tables, and benches.
- The pavilion needs repainted.
- The parking lot needs to be resurfaced.
- The water fountain needs to be removed or connected into a culinary water line.
- Undefined neighboring property lines could be beneficial to get a survey done.
- Unusable basketball hoop.
- The well at the park is in good condition and produces about 50 gallons a minute.

# Ballfields Park

- Irrigation
  - ~~Electrical shorts.~~
  - ~~Old aging pipes.~~
  - ~~Bad valves need to be replaced.~~
  - ~~Valves boxes need raised and replaced.~~
  - ~~Broken sprinkler heads need fixed.~~
  - ~~Head adjustments and updating need to be done.~~
- Fields
  - ~~Infields need more dirt brought in.~~
  - **Need to bring in the grass line on field #3.**
  - ~~Need new backstop mats.~~
  - ~~New mounds and bases on all fields.~~
  - ~~Infield irrigation needs some work.~~
  - ~~Covers for infield sprinklers.~~
  - ~~Light poles need replaced.~~
  - ~~Light bulbs need to be replaced.~~
  - ~~Need new hoses for watering the fields.~~
  - ~~Scoreboards are all fixed. YAY.~~
  - ~~T-ball fields~~
    - ~~New bases~~
    - ~~Reestablish the lines.~~
    - ~~Need to replace the bleachers or sand and paint them.~~
- Pavilion
  - Need to update the electrical system to handle more power.
  - Some lights need to be replaced.
  - **Repaint the basketball lines and maybe add pickleball lines on the other side.**
  - Need new picnic tables.
  - Need benches.
  - Need to pressure wash the underside of the roof.
  - Fix the cracking in the concrete.
  - New pads for the basketball hoops.
- Bathrooms
  - Need new doors for both of the restrooms.
  - ~~Replace the drinking fountain~~ potentially add one over by the playground equipment.
  - Need cameras and Wi-Fi to support the cameras.
  - Refinish the floor and repaint the walls.
  - Make ADA accessible.
  - **Super deep clean the whole area.**
    - ~~Urnial needs to be fixed or replaced.~~
    - **Need to replace soap dispensers.**
    - The furnace needs inspected and calibrated.
- Park Area
  - The playground equipment needs to be replaced.
  - ~~Ground wasp problem.~~

- More tables and benches.
- ~~Drainage problem, need to fix the entrance area to the park, always washing out.~~
- ~~Fix the picnic area, it is covered in silt.~~
- More sand in the playground area.
- ~~Remove the volleyball area.~~
- Other
  - ~~Tree limbing needs to be done~~ and plant more trees.
  - Batting cages need new rock, flooring, matts, and protection net.
  - ~~Bleachers need fixed or replaced on field #2~~ and we could use more bleachers or field #3
  - Fences need new top caps replaced; ~~fence is bent over by the playground.~~
  - ~~Grass needs replanted in multiple areas.~~
  - ~~Rodent problem needs to be fixed.~~
  - Parking lots need to be resurfaced and have general ADA accessibility.
  - ~~Score keeper booths need Repainted and have general maintenance performed.~~
  - Both wells at the park are in working order.
  - ~~The dirt pile area needs cleaned up~~ and the gate needs to be fixed.
  - **Need to install a dog poop bag area.**

## Pioneer Park

- Irrigation is in pretty good condition.
- ~~Old sprinkler heads need to be replaced.~~
- **The sprinkler controllers and wiring will need updated.**
- Structures need maintenance such as ~~oiling~~, repair, and chinking.
- ~~Need a paved picnic area.~~
- Need to repair the brick oven.
- Fix the broken windows.
- ~~Fix the walking path.~~
- ~~Annual fence maintenance.~~
- The exterior of the shed needs replaced or repaired.
- Need trash cans.
- **Tree limbing needs to be done.**

## Visitors Center

- Need to fix the picnic area.
- ~~Get a handle on the weed problem.~~
- Plant some flowers.

## Mill Site

- ~~General trail maintenance needs to be done.~~
- Need some trash cans.
- ~~Maintenance on the road into it.~~
- Remove dead trees.
- Fix the irrigation and plant new trees?

## Loyds Lake

- ~~Box scrape the trail, add more material to the trails, and general trail maintenance.~~
- ~~Volleyball area maintenance.~~
- Bridges need to be replaced.

## Administration Building

- ~~Fix the drainage problems.~~
- ~~Fix the "flower area" plant new perennials.~~
- ~~Keep a handle on the weeds.~~
- ~~Replant grass.~~

## Public Works

- ~~Keep a handle on the weeds.~~



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The Land Above the Canyons

## Pool Report 2025

Total Swimmers since May 19, 2025 = 1,738

Averaging

56 people per day

2 morning Lap Swimmers

23 kids on Swim Team practicing twice a week between two groups

28 kids per session of swim lessons (4 sessions a summer)

30 swimmers at Open Swim

1 swimmer at evening water aerobics

\*See Schedule for More information and numbers are based on best counted documentation\*

### Funding:

All funding comes from the General Budget with specific funds being pulled from the ZAP Tax that was started around the same time the pool was built.

Income: \$16,000

Expenses: \$107,000

\$45,000 Loan Payment

\$62,000 Operation Expenses including Utilities, Chemicals, Food & Merchandise, Employees, and building repairs.

### Employees:

Currently Employs 1 Manager, 3 Clerks, 8 Guards from May – September

### Upcoming Projects:

#### 1 Year:

Replacement of Ductwork Material

Replacement of Diving Board

#### 2 Year:

Interior Repaint Pool Area

Replaster of the Pool

Replacement of Lane Lines

#### 5 Years:

Replacement of Sound Boards – Request Upgrade to Floating sound boards to keep wall condensation off boards

Removal, Stain, or Painting of Exterior Decorative Wood

Replacement of Rock Wall

#### 10 Years:

Boiler Replacement/Repair

Pump Replacement/Repair

Staining of Wood Interior



We are Open for the 25 Season!  
Swim Lessons, Water Aerobics,  
will start on June 2<sup>nd</sup>.

## Monticello City Pool Summer Schedule

### ***Monday - Thursday:***

6:00 – 7:30 am Morning Lap Swim  
8:00 – 9:00 am T/TH Water Aerobics  
12-1 pm Noon Lap/Splash Time/ADA  
1 – 7 pm Open Swim  
7 - 8:00 pm Evening Lap (M&W) Water Aerobics (T&TH)

### ***Friday:***

6:00 – 7:30 am Morning Lap Swim  
12-1 pm Noon Lap/Splash Time/ADA  
1 – 7 pm Open Swim

### ***Saturday:***

12 -1 pm Noon Lap/Splash Time/ADA  
1 – 6:30 pm Open Swim

### ***Sunday: Closed***

***Pool Rentals:*** Scheduled via phone or in person.

***Swim Lessons:*** Session 1 ~ June 2-5 & 9-12

Session 2 ~ June 16-19 & 23-26

Session 3 ~ June 30 - July 3 & July 7-10

***Age Group Swim Team:*** Practice Starts June 7 - August 1, Times to be announced.

Swim Team & Swim Lesson Registration Open's May 24<sup>th</sup>

[https://monticellocity.activityreg.com/ClientPage\\_t2.wcs](https://monticellocity.activityreg.com/ClientPage_t2.wcs)

