



City Council Meeting/Work Session

Tuesday, July 22, 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: Water Revenue Bonds with Community Impact Board (CIB) (discussion)

Attachments:

- 2025-06-30 Notice of Public Hearing (2025-06-30_Notice_of_Public_Hearing.pdf)

5. Public Hearing: Monticello City Annexation Policy Update (discussion)

Attachments:

- 2025 Annex Plan (2025_Annex_Plan.pdf)
- Monticello2025JuneAnnex (1) (Monticello2025JuneAnnex__1_.pdf)
- Annx 041525 Special Mtg (Annx_041525_Special_Mtg.pdf)
- Annx 060325 Hearing (Annx_060325_Hearing.pdf)
- Annx 061725 Prelim Response (Annx_061725_Prelim_Response.pdf)
- Annx 070125 Hearing (Annx_070125_Hearing.pdf)
- Tax Evaluation (Tax_Evaluation.pdf)

6. Consider for Approval: Memorandum of Understanding Kigalia Fine Arts Council (discussion/action)

Attachments:

- Kigalia Fine Arts and City of Monticello (Kigalia_Fine_Arts_and_City_of_Monticello.pdf)

7. Consider for Approval: Interlocal Contract with San Juan County for Municipal Elections (discussion/action)

Attachments:

- 2025 Monticello City Interlocal Cooperation Agreement for Election Services (2025_Monticello_City_Interlocal_Cooperation_Agreement_for_Election_Services.pdf)

8. **Consider for Approval: The Use of City Funds for Sewer Project Completion**
(discussion/action)
9. **Consider for Approval: Public Works Purchase of Dumpsters from WasteQuip**
(discussion/action)

Attachments:

- **Dumpsters** (Dumpsters.pdf)

10. **Secondary Water Rates Discussion** (discussion/action)

Attachments:

- **Secondary Rate Schedule** (Secondary_Rate_Schedule.pdf)

11. **Consider for Approval: Rocky Mountain Power Franchise Agreement** (discussion/action)

Roll Call Vote

Attachments:

- **Ordinance 2025-04** (Ordinance_2025-04_Utah_Franchise_Ordinance_Monticello-City_250708.pdf)

12. **Consider for Approval: Enbridge Franchise Agreement** (discussion/action)

Roll Call Vote

13. **Monticello City RV Code Review** (discussion)

Attachments:

- **Rv Code Sections** (Rv_Code_Sections.pdf)

14. **Follow Up Items** (discussion)
15. **Administrative Communications**
16. **Consider Upcoming Agenda Items** (action)
17. **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.

NOTICE OF PUBLIC HEARING

MONTICELLO CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on July 22, 2025, the City Council (the "*Council*") of Monticello City, Utah (the "*Issuer*") will hold and conduct a public hearing to receive input from the public with respect to the issuance of Water Revenue Bonds (the "*Bonds*") and the potential economic impact that the project for which the bonds pay all or part of the cost will have on the private sector, pursuant to Section 11-14-318 of the Utah Code Annotated 1953, as amended.

PURPOSE FOR THE ISSUANCE OF THE BONDS

The Issuer intends to issue the Bonds for the purpose of (1) financing all or a portion of the cost of the acquisition Spring Creek water rights (the "*Project*") and (2) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The Issuer intends to issue the Bonds in an amount not to exceed \$300,000.

THE TAXES, IF ANY, PROPOSED TO BE PLEDGED

The Issuer will not pledge any taxes of the Issuer for the payment of the Bonds. Instead, the Issuer will pledge, pursuant to a Master Resolution, the revenues attributable to the Issuer's water system (the "*System*") for the payment of the Bonds.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer will hold and conduct a public hearing during a public meeting that is to begin at 7:00 p.m. on July 22, 2025. The public hearing will be held at The Hideout Community Center, 648 S Hideout Way, in Monticello, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the Issuer, to the attention of the City Recorder, PO Box 457, 17 North 100 East, Monticello, Utah 84535.

In accordance with the Americans with Disabilities Act, anyone needing special accommodations to attend this Public Hearing may contact the City Office, 435-587-2271, at least three days prior to the hearing.

DATED June 10, 2025.

MONTICELLO CITY, UTAH

Melissa Galt, CMC, UCE
Recorder



DRAFT ANNEXATION POLICY PLAN

City of Monticello, Utah

The annexation policy plan was prepared in accordance with the provisions of Utah Code Title 10, Chapter 2, Part 4, Annexation, as of the date of approval of this plan. The plan addresses the criteria and relevant matters required by Utah code and was prepared following the procedures specified in state code.

A. Requests For Annexation

- (1) The City will receive annexation proposals only through submission of an annexation petition. (UT 10-2-402(2) and 10-2-403(1)).
- (2) Petitions for annexation must follow the requirements at UT 10-2-403. Failure to meet the requirements at UT 10-2-403 will result in the City's refusal to consider the annexation proposal.
- (3) Petitions that conform to UT 10-2-403 will be accepted or denied by the City in accord with UT 10-2-405 and this Annexation Policy Plan.
- (4) The city may annex an unincorporated area without an annexation petition if the action meets the requirements at UT 10-2-418.

B. Expansion Area Defined

- (1) As part of its on-going effort to plan and prepare for responsible growth, the City of Monticello has identified undeveloped territory in San Juan County that is adjacent to present City boundaries that could, at some time in the future, be a part of the City. (UT 10-2-401.5(3)(b)(i))
- (2) The area proposed for future annexation is not bordered by any other municipality and no urban development is found within 1/2 mile of the city boundary. (UT 10-2-401.5(3)(c))
- (3) The expansion area is more than 5,000 feet from the centerline of the nearest airport runway. (UT 10-2-402(6)(b))
- (4) The expansion area is depicted on the attached map, Monticello City Expansion Area, which is herewith made a part of the Annexation Policy Plan. (UT 10-2-401.5(3)(a))

C. Criteria for Evaluating Area Proposed for Annexation

- (1) Areas to be annexed must fall within the area designated for future expansion on the Monticello City Expansion Area map. If the proposed area for annexation is outside of the current expansion area, the City shall deny the proposal. (UT 10-2-402(1)(b)(iv))
- (2) Areas to be annexed must be compatible with the City's character, which is currently mixed residential, commercial, industrial, and agricultural. The City envisions many opportunities for growth and will consider annexation proposals broadly. (UT 10-2-401.5(3)(b)(i))
- (3) An area proposed for annexation must be a contiguous area. (UT 10-2-402(1)(b))
- (4) Areas to be annexed must be contiguous to the corporate limits of the City of Monticello at the time of the submission of an annexation request. (UT 10-2-402(1)(b))
- (5) Areas to be annexed shall not leave or create an unincorporated island or unincorporated peninsula, unless San Juan County and the City have otherwise agreed. If an unincorporated island or peninsula existed before annexation, the city may consider the proposed annexation if it will reduce the size of the unincorporated island or

peninsula. The city may consider annexation of an unincorporated island or unincorporated peninsula when criteria at 10-2-401(1)(c) or 10-2-418(3) of Utah Code are met.

(6) Annexation cannot include only part of a parcel of real property and exclude part of the same parcel unless the parcel owner has signed the annexation petition. Boundaries of areas proposed for annexation shall follow boundaries of existing parcels and special districts, to the extent practicable and feasible. (UT 10-2-403(5)).

(7) Areas to be annexed cannot include areas or parts of areas that were previously proposed for annexation and not denied, rejected, or granted. (UT 10-2-403(4))

(8) The City shall not annex territory for the sole purpose of acquiring revenue. (UT 10-2-402(4))

(9) The City shall exclude from the annexed area rural real property when the owner of the rural real property has not signed the petition for annexation or has not given written consent to include the rural real property under his or her ownership. (UT 10-2-408(2)(a))

D. Criteria for Evaluating Extension of City Services

(1) For the City to provide culinary water to the area proposed for annexation, an existing City water line must be located near enough to the proposed area that water service can be reasonably extended without exceeding the City's capacity to treat water. If no existing water line is available, the City will consider whether the proposed area is within the City's plan for expansion of the water system. If the proposed area is not within the City's plan for culinary water expansion, the City may deny the annexation request. (UT 10-2-401.5(3)(b)(ii))

(2) For the City to provide sewer service to the area proposed for annexation, an existing City sewer line must be located near enough to the proposed area that sewer service can be reasonably extended without exceeding the treatment plant capacity. If no existing sewer line is available, the City will consider whether the proposed area is within the City's plan for expansion of the sewer system. If the area is not within the City's plan for sewer system expansion or the proposed annexation would exceed treatment plant capacity, the City may deny the annexation request. (UT 10-2-401.5(3)(b)(ii))

(3) The proponent of the annexation proposal will work with the City's electrical provider if electrical service is needed within the area proposed for annexation. (UT 10-2-401.5(3)(b)(ii))

E. Consideration of Anticipated Consequences

(1) The City will include in its deliberations the projected population growth or loss in the City over the next 20 years. In conjunction with the City's general plan, the City will consider the need for land suitable for residential, commercial, and industrial development over the next 20 years. (UT 10-2-401.5(4)(b,d))

(2) The City will estimate the tax consequences to property owners of accepting the annexation proposal on (a) the residents within the current City boundary, and (b) residents within the area proposed for annexation. (10-2-405.1(3)(b)(v))

(3) The City will consider the current and projected costs of infrastructure, City services, and public facilities necessary for (a) full development of the area currently within the corporate boundary, and (b) expanding the infrastructure, services, and facilities into the area proposed for annexation. (UT 10-2-401.5(4)(c))

(4) If the area proposed for annexation includes land to be used for agricultural, wildlife management, or recreational purposes, the City will explain why it would allow these uses within the corporate boundary. (UT 10-2-401.5(4)(e))

E. Interests of Affected Entities

DRAFT City of Monticello Annexation Policy Plan

(1) The affected entities pertaining to annexation proposals are San Juan County, San Juan School District, San Juan Water Conservancy District, San Juan Transportation District, and any properties adjacent to or included within the annexation proposal.

(2) For each annexation proposal the petitioner shall file a notice of intent to file a petition with the city recorder and all affected entities. (UT 10-2-403(2)(a,b))

(3) For each annexation proposal San Juan County shall fulfill its role under UT 10-2-403(2)(b).

(4) Failure of either the petitioner or San Juan County to follow the requirements of UT 10-2-403 shall result in the City's refusal to accept a petition.

APPROVED by Monticello City Planning Commission and forwarded to the Monticello City Council this _____ day of _____, 2025.

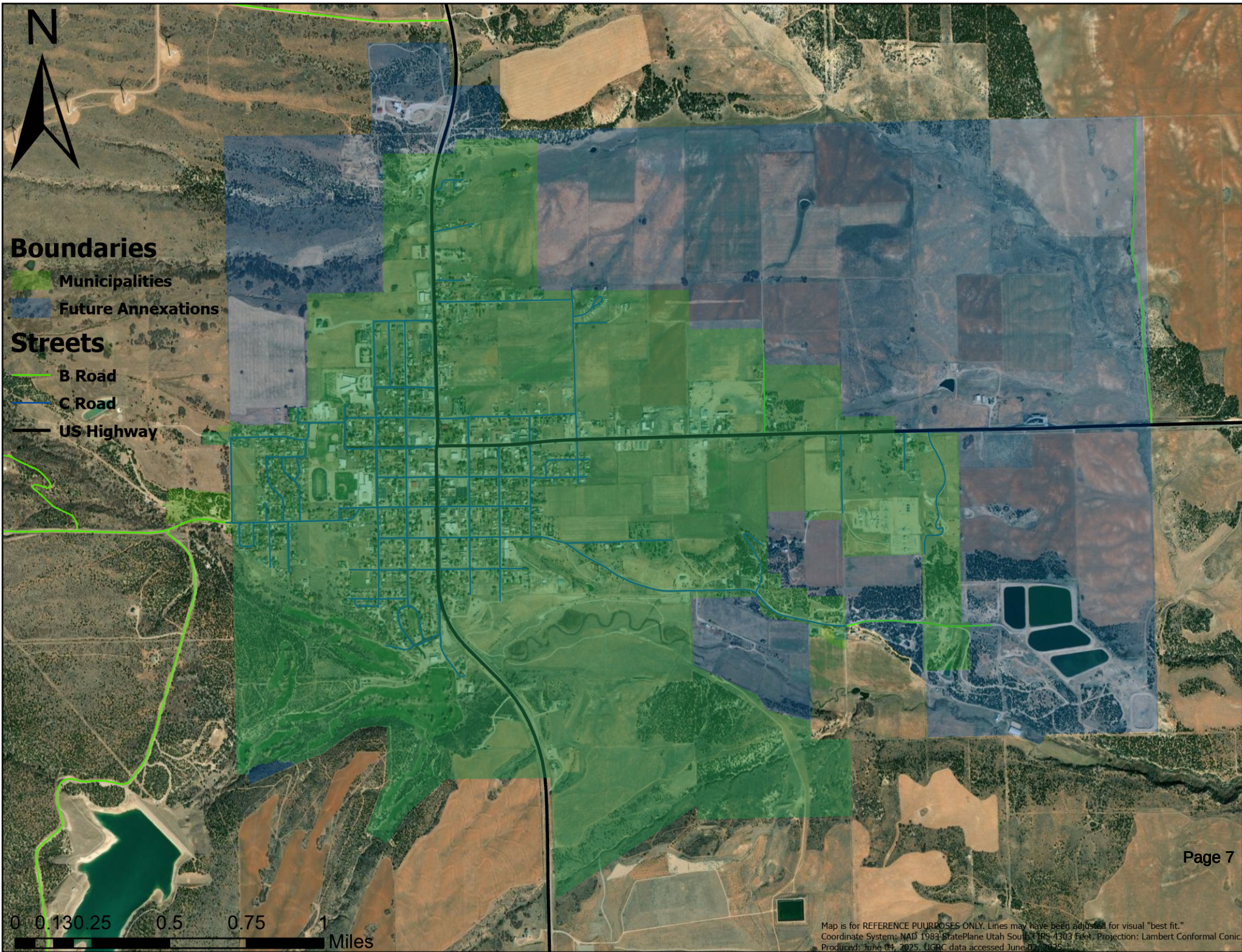
*, Chairperson

ADOPTED by Monticello City Council on this _____ day of _____, 2025,
with without modification.

*, Mayor

ATTEST:

*, City Recorder



City of Monticello, Utah
Planning Commission

SPECIAL PUBLIC MEETING FOR THE ANNEXATION POLICY PLAN

April 15, 2025 at Hideout Community Center

Responses to Questions and Comments

A special public meeting was held by the Planning Commission to acquaint people with the Annexation Policy Plan and to hear their concerns and questions. The City of Monticello was represented by Assistant City Manager Megan Gallegos, City Recorder Melissa Gill, and Planning Commissioners Julie Bailey, Lee Bennett, and Mary Cokenour. Members of the public in attendance were Lejon Gines, Charlotte Johnson, Sue Halliday, Chet Johnson, Jimmie Forrest, Carol Forrest, Adam Halliday, Shalena Halliday, Bryan Bowring, Kevin Francom, Paul Sonderegger, Trent Sonderegger, Stephen Redd, Gary Redd, Jan Redd, Tanner Holt, Brad Bunker, Gary Halls, and Eric George.

Review of the meeting minutes and consideration of requests to withdraw parcels from the proposed expansion area was conducted by the Planning Commission at their regularly scheduled meeting on May 6, 2025. No members of the public attended that meeting. The City was represented by the same three Planning Commissioners and City Recorder Gill. City Councilman Kevin Dunn was present as the Council's liaison to the Planning Commission.

A second discussion of the meeting minutes and requests for withdrawal of parcels was conducted by the Planning Commission at their regularly scheduled meeting on June 3, 2020. Attendance included the three commissioners, City Recorder Gill, Assistant City Manager Gallegos, and City Councilman Dunn. At this meeting new information was provided about the withdrawal requests:

- a. Request by Sue Halliday and Chet Johnson made on April 15, 2025 that had been left out of the previous discussions because of an incorrect parcel number.
- b. Reconnection to City water at the parcel owned by Mike Roring.
- c. Changes to property boundaries and ownership for some of Bryan Bowring's parcels in his request to be removed from the expansion area.

Questions and Answers at Special Meeting on April 15, 2025

1. **Why was the expansion area map being changed after such a long time?** The existing Annexation Policy Plan and expansion area map were last updated in 2003. Changes to state law has rendered the old plan obsolete. The City Council wanted to assure the expansion area included areas surrounding the City that would make sense for future annexation. They particularly wanted to include property owned or managed by the City that had been left off of the 2003 map. The proposed expansion area map was projected for the audience to view.
2. **Is property located within the expansion area automatically approved for annexation?** If the property owner wants to be included in the City, the owner must request to be annexed. If the property receives City utility services, Utah law allows the City to pursue annexation. Both a request from the property owner and the City's desire to annex a

property require a lengthy process to communicate with the property owner, inform the public, hold public hearings, and determine the suitability of the property to be part of the City before the City Council can make a decision.

3. **Has the San Juan Hospital filed an annexation request with the City?** The City has been in communication with the Hospital about annexation. When the Hospital is issued a certificate of occupancy from San Juan County, the Hospital can begin the annexation process.
4. **How can I get my property out of the expansion area?** Anyone wishing to request that their property be removed from the expansion area should email the request to the City Recorder and provide the physical address, mailing address, and parcel number of the property they want to remove from the expansion area. There is a ten-day window for such requests, beginning on April 15, 2025. However, Utah law discourages municipalities from creating islands or peninsulas on the expansion area map. Requests will be considered individually, and some may be denied due to the restriction on islands and peninsulas.
5. **How is the City responding to the State's specific criteria for annexation?** The proposed Annexation Policy Plan was projected for the audience to view. The City asked if the audience wanted to review each of the criteria in the proposed plan and they responded in the negative. The City offered to make copies of the proposed plan available to anyone if they would provide their email to the City Recorder.
6. **Does the blue area on the proposed expansion area map mean that the properties could receive City services with a reasonable effort?** The City confirmed that to be the case.
7. **Will my property taxes increase if my property is annexed into the City?** Once inside the City's corporate boundary the property owner would be assessed city taxes. If all of the property within the proposed expansion area were to be annexed, the City estimates that it would total about \$1500 in city taxes.
8. **Will there be a negative effect to my heirs if my property is removed from the expansion area?** No answer to this question was provided.

Comments at Special Meeting on April 15, 2025

The City should carefully consider the criteria for annexation. The criteria must consider benefits to future generations.

Requests for Removal of Parcels from the Expansion Area

The requests were received by the City Recorder prior to or within 10 days following the April 15, 2025 special meeting. The request by Halliday and Johnson was made during the meeting but the parcel number provided by the owners was incorrect or incomplete. After the City corrected the parcel number, on June 3, 2025 it was added back into documentation of the special meeting. Assistant City Manager will create a version of the expansion area map to display the expansion area if the requested withdrawals were approved.

1. **Parcel 33S24E317204 - Bryan Bowring 1216 E. Clayhill Drive:** His residence receives City water and garbage service and should be included in the expansion area.

2. **Parcel 33S24E317200** - *Bryan Bowring E. Clayhill Drive*: This is an agricultural field that does not receive City services.
3. **Parcel 33S24E26000** - *Bryan Bowring E. Clayhill Drive*: This is an agricultural field that does not receive City services.
4. **Parcel 33S23E24900** - *Mike Roring North Highway 191* (between Chris Halls and Kathy Stewart): The property had a City water connection from 2016-2018 but was disconnected. In May 2025 the property owner requested and was granted reconnection to City water. The parcel receives City services and should be included in the expansion area.
5. **Parcel 33S24E320600** - *Sue Halliday and Chet Johnson East Highway 491*: The property fronts the highway at one point immediately outside the existing corporate City boundary, but the majority of the area is south of and not adjacent to the highway. The parcel does not receive any City services.

Annexation Request

1. **Parcel 33S23E248400** - Four Corners School Canyon Country Discovery Center: The City sent a letter on April 24, 2025 advising that they could submit an annexation request after to City has an approved Annexation Policy Plan. This parcel receives City services by written agreement between the owner and City.
2. **Parcel 33S23E248401** - Four Corners School Canyon Country Discovery Center: The City sent a letter on April 24, 2025 advising that they could submit an annexation request after to City has an approved Annexation Policy Plan. This parcel is outside of the expansion area.

City of Monticello, Utah
Planning Commission

PUBLIC HEARING FOR THE ANNEXATION POLICY PLAN

June 3, 2025 at Hideout Community Center

Responses to Questions and Comments

A public hearing was held by the Planning Commission to receive comments, questions, and suggestions for the proposed Annexation Policy Plan. The City of Monticello was represented by Assistant City Manager Megan Gallegos, City Recorder Melissa Gill, and Planning Commissioners Julie Bailey, Lee Bennett, and Mary Cokenour. City Council representative Kevin Dunn attended in his capacity as council liaison to the Planning Commission. Members of the public in attendance were Steve Simpson, Riley Camron, Sue Halliday, Chet Johnson, Mike Scott Piper, Mike Carter, Jay Booth, Kevin Dunn, Dough McLaughlin.

At their regularly scheduled meeting on June 3, 2025, the Planning Commission discussed the comments and requests made during the public hearing.

Questions and Answers at Public Hearing on June 3, 2025

1. **What are the advantages to being annexed into the city?** The City can provide services such as culinary water, garbage collection, and sewer.
2. **Is secondary water available to the areas in blue on the expansion area map?** Not all areas of the City have access to the secondary water system. The City is not required to provide secondary water. For land that cannot get secondary water the City has established special rates for the use of culinary water. Whether a specific property can obtain secondary water would have to be discussed with the City staff.
3. **What is the property tax impact if a tract of land is annexed?** The City estimates that if all land within the expansion area was annexed into the City, it would result in somewhat less than \$1400 in tax revenue.
4. **Will the City annex everything in blue on the expansion area map?** The City will consider annexation requests if the property to be annexed is located within the expansion area. The City will deny annexation requests for property outside of the expansion area.
5. **Can the City annex property even if the owner disagrees?** If a property already receives City services, the City could annex the land. There is a process for that which includes public hearings and other opportunities for the public and property owner to inform the City about their concerns. The decision will be made by the City Council.
6. **If the property owner wants his or her land to be excluded from the expansion area, how is that done?** The property owner must send a request to the City Recorder within 10 days of this public hearing. The request must contain the parcel number and owner's contact information. The Planning Commission will consider the request and document their reasons for including or excluding the land. After all required public hearings are held by the Planning Commission, they will make a recommendation to the City Council

for approval of the proposed Annexation Policy Plan and expansion area map. The final decision will be made by the City Council after they have also held public hearings.

Requests for Removal of Parcels from the Expansion Area

Parcel 33S24E320600 - On April 15, 2025 at the special meeting about the proposed Annexation Policy Plan, Halliday and Johnson requested a parcel be removed from the expansion area map. The parcel number provided at the meeting was incorrect or incomplete. Corrections were subsequently made by the City. Halliday and Johnson affirmed their desire to have the parcel removed from the expansion area.

Requests for Inclusion of Parcels in the Expansion Area

Parcel 33S23E248401 - Four Corners School Canyon Country Discovery Center: The City sent a letter on April 24, 2025 advising that owners could submit an annexation request after to City has an approved Annexation Policy Plan. However, the parcel was not included within the expansion area at that time and owner's representative asked that the parcel be added to the expansion area so it could be included it in future annexation request.

City of Monticello, Utah
Planning Commission

**PLANNING COMMISSION PRELIMINARY RESPONSE
TO PUBLIC INPUT ON THE PROPOSED ANNEXATION POLICY PLAN**

At the regularly scheduled Planning Commission meeting on June 17, 2025, the Planning Commission discussed public input from the April 15, 2025 special meeting and the June 3, 2025 public hearing on the City's proposed Annexation Policy Plan. The intent was to identify any changes needed prior to the next public hearing scheduled for July 1, 2025. Present were commissioners Cokenour and Bennett, Deputy City Recorder Jazzy Nielson, Assistant City Manager Megan Gallegos, and City Councilman Kevin Dunn in his capacity as liaison to the Planning Commission. No members of the public were in attendance.

Review of Draft Responses to Public Questions and Comments

The Planning Commission reviewed its draft response to questions and comments from the special meeting on April 15, 2025. No changes to that document were made.

The Planning Commission reviewed its draft response to questions and comments from the public hearing on June 3, 2025. No changes to that document were made.

Review of Draft Annexation Policy Plan Narrative

No comments from the public specific to any plan criterion were received. Gallegos had reviewed the document to make sure it addressed the elements required by Utah code and found nothing to add, eliminate, or change. Therefore, the Planning Commission agreed to proceed with the present draft plan narrative for the public hearing scheduled on July 1, 2025.

Review of Draft Annexation Policy Plan Expansion Area Map

Most of the questions and comments received from the public concerned the expansion area map and how property would be affected by inclusion in the expansion area. Four property owners made requests for specific parcels to be added to the expansion area or removed from the expansion area. Gallegos supplied a revised map that showed what the expansion area would look like if all of the changes requested by owners were implemented. She called attention to the area where the new hospital is under construction and pointed out that it should be colored blue on the expansion area map but was inadvertently left off of the map showing the owner-requested changes; she will correct that for the public hearing.

The Planning Commission examined the map provided by Gallegos and discussed each of the owner requests to determine whether implementing the requested changes would result in an expansion area that failed to meet Utah requirements. Of particular concern was an expansion area boundary that followed parcel boundaries, did not create peninsulas or islands, and which considered whether a parcel was currently receiving City services.

The Planning Commission recommended the following changes to the expansion area map for the public hearing scheduled on July 1, 2025, as explained in the paragraphs below and including the correction mentioned by Gallegos.

Parcel No.	Location	Request	Recommendation
33S24E317204	E. Clayhill Drive	Remove	Include
33S24E317200	E. Clayhill Drive	Remove	Remove
33S24E26000	E. Clayhill Drive	Remove	Remove
33S23E24900	North Hwy 191	Remove	Include
33S24E320600	East Hwy 491	Remove	Include
33S23E248400	North Hwy 191	Add	Include
33S23E248401	North Hwy 191	Add	Include

1. **Parcel 33S24E317204- Request for removal** - *Bryan Bowring 1216 E. Clayhill Drive*: His residence receives City water and garbage service. The Planning Commission recommended that this parcel be included in the expansion area because it receives City services, parcel boundaries are followed, and no peninsula or island would be created.
2. **Parcel 33S24E317200 - Request for removal** - *Bryan Bowring E. Clayhill Drive*: This is an agricultural field that does not receive City services. The Planning Commission recommended that this parcel be removed from the expansion area because no City services are provided, the parcel boundaries are followed, and no island or peninsula would be created.
3. **Parcel 33S24E26000 - Request for removal** - *Bryan Bowring E. Clayhill Drive*: This is an agricultural field that does not receive City services. The Planning Commission recommended that this parcel be removed from the expansion area because no City services are provided, the parcel boundaries are followed, and no island or peninsula would be created.
4. **Parcel 33S23E24900 - Request for removal** - *Mike Roring North Highway 191*: The property had a City water connection from 2016-2018 but was disconnected. In May 2025 the property owner requested and was granted reconnection to City water. The Planning Commission recommended that this parcel be included in the expansion area because it receives City services, the parcel boundaries are followed, and no island or peninsula would be created.
5. **Parcel 33S24E320600 - Request for removal** - *Sue Halliday and Chet Johnson East Highway 491*: The parcel does not receive any City services, although City water is provided to an existing business that is bounded by this parcel on three sides. The Planning Commission discussed two options for this parcel.
 - A. Removal of parcel from expansion area: If removed an island would be created within the expansion area. To avoid creating an island and be responsive to the owners' request, the parcel to the east would also need to be removed from the expansion area.
 - B. Include parcel in expansion area: No island would be created within the expansion area. The owners would have opportunities to respond in the event

an annexation proposal was received. This option is not responsive to the owners' request for removal.

The Planning Commission recommended that option B be used for the public hearing scheduled on July 1, 2025.

6. **Parcel 33S23E248400 - Request for addition - Four Corners School Canyon Country Discovery Center:** The City sent a letter on April 24, 2025 advising that they could submit an annexation request after the City has an approved Annexation Policy Plan. This parcel receives City services by written agreement between the owner and City. The Planning Commission recommended that this parcel be included in the expansion area because it receives City services under an existing agreement, parcel boundaries are followed, and no island or peninsula would be created.
7. **Parcel 33S23E248401 - Request for addition - Four Corners School Canyon Country Discovery Center:** The City sent a letter on April 24, 2025 advising that owners could submit an annexation request after the City has an approved Annexation Policy Plan. However, the parcel was not included within the expansion area at that time and owner's representative asked that the parcel be added to the expansion area so it could be included in a future annexation request. The Planning Commission recommended that the parcel be included in the expansion area because it follows parcel boundaries and the peninsula created would extend only 890 feet (0.17 miles) north of the adjacent parcel owned by the same party (#6 above).

City of Monticello, Utah
Planning Commission

PUBLIC HEARING FOR THE ANNEXATION POLICY PLAN

July 1, 2025 at Hideout Community Center

Responses to Questions and Comments

A public hearing was held by the Planning Commission to receive comments, questions, and suggestions for the proposed Annexation Policy Plan. The City of Monticello was represented by Assistant City Manager Megan Gallegos, City Recorder Melissa Gill, and Planning Commissioners Julie Bailey, Lee Bennett, and Mary Cokenour. City Council representative Kevin Dunn attended in his capacity as council liaison to the Planning Commission. Members of the public in attendance were Chet Johnson, Todd Randall, and L.Hardy Redd. Gill reminded those present that they have 10 days from the date of the hearing to submit any written comments to the City.

Questions and Answers at Public Hearing on July 1, 2025

1. **Why is the annexation plan necessary and how will it work?** The City's old plan is about 20 years out of date and the City cannot consider any annexation proposals from the public until the plan is updated to comply with current Utah law. If a proposal is received after the new annexation policy plan is adopted, then the City and proponent can follow the plan guidelines and state requirements to determine whether to annex the area under consideration.
2. **Is the City's zoning map accurate? Are lots and parcels correctly displayed?** The City uses the most current data it can obtain from San Juan County for lot and parcel boundaries. The zoning boundaries as depicted on the expansion area map come from the City's GIS system.
3. **What does plan criterion A(4) mean?** A citizen-driven annexation petition is not required in certain circumstances for the City to annex an unincorporated area. An attempt to call up the Utah code (10-2-418) that pertains to this criterion failed because the state web site was inoperative at the time.
4. **What happens if an annexation petition includes an area where the City cannot provide water and/or sewer?** When a specific proposal is received the City will determine whether certain services can be feasibly provided, and the City engineers will be consulted.
5. **What are the advantages to the property owner if his/her land was annexed into the City?** The property could be connected to the City culinary water system and may be connected to the sewer system. City garbage service could be available. Any roads in the annexed area that are dedicated to the City for public use could be plowed in winter and maintained by the City. The property owner would be eligible for public office and could vote in City elections.

Comments from the Public Hearing on July 1, 2025

1. **The City does not maintain its unpaved streets.** Why would a property owner whose land is accessed from an unpaved City street, want to become part of the City? If the City cannot maintain what they already have, they shouldn't be asking for more.
2. **Some infrastructure is costly to install and probably to operate.** If the developer or land owner is required to pay for it, can the City afford to operate it? What happens when it breaks and who pays for the fix?
3. **There are places within the expansion area where the City won't be able to supply services.** Those locations should be removed from the expansion area map so land owners and developers are not misled.

Discussion of Annexation Policy Plan revisions

After the public hearing was closed, Gallegos met briefly with the attendees to discuss questions they raised that were specific to particular parcels rather than the Annexation Policy Plan or Expansion Area Map. The regular meeting agenda resumed after Gallegos concluded her discussions.

The Planning Commission discussed whether the questions and comments from the public hearing required changes to the draft Annexation Policy Plan, Expansion Area Map, or documentation packet. These decisions were made:

- A. The draft Annexation Policy Plan did not require changes after the public hearing on July 1, 2025.
- B. The draft Expansion Area Map of June 25, 2025 did not require changes after the public hearing on July 1, 2025.
- C. The responses to questions and comments from the special public meeting on April 15, 2025 were acceptable as written. The document should be considered final and the word "draft" removed from the header.
- D. The responses to questions and comments from the public hearing on June 3, 2025 were acceptable as written. The document should be considered final and the word "draft" removed from the header.
- E. The preliminary response to public input on the proposed Annexation Policy Plan that came from the Planning Commission's regularly scheduled meeting on June 17, 2025 was acceptable as written. The document should be considered final and the word "draft" removed from the header.



April 3, 2025

Property Tax Evaluation for Proposed Annexation Expansion Area & Proposed Utility Expansion Funding

As of March 4, 2025 tax records, it is expected that if all properties within the proposed annexation area were to be annexed into the City, we would see an increase of \$1,315.74 in property tax revenue. These numbers are not considering any zone changes or changes from the current uses. This number is lower because the surrounding area is mostly greenbelt properties that are currently in agricultural operations. These funds would aid the City in providing some of the services already available to those within the annexation expansion area. However, more funds would be needed to expand utilities to those locations.

Since property tax would not be a source of significant funding to expand utilities, it would be up to the City to obtain the funding needed to expand the utilities. Slow expansion would be paid for by each utility themselves, or from the city reserves. In the case of a quicker expansion the City would need to request funding through various sources including, but not limited to, Utah Division of Drinking Water, Utah Division of Water Quality, Utah Community Impact Board, San Juan County Water Conservancy District, San Juan County Transportation District, USDA, Utah Inland Port, and other federal or state sources. Based on current long-term debt the city could take on loans through the means above or private loans to pay for the expansion of the service area, with a preference given to grants and lower interest rate options. These options will only be explored if the burden of funding the utilities rests with the City, any utility expansion with a development would be at the cost of the developer.

For the current properties within Monticello City limits there would be no change in property tax. The only changes with property tax would be for new city-wide projects that would have been covered by property taxes regardless of any annexations into the city.

Kaeden Kulow
City Manager
City of Monticello
435-587-2271 ext. 13
kaeden@monticelloutah.org

Memorandum of Understanding (MOU)
Between Kigalia Fine Arts (KFA) and the City of Monticello Utah
Effective Date: July 22, 2025

I. Purpose

This Memorandum of Understanding (MOU) formalizes the partnership between **Kigalia Fine Arts (KFA)** and **the City of Monticello** to promote arts education, cultural enrichment, and community engagement throughout the township.

II. Scope of Partnership

KFA and the City of Monticello agree to collaborate on the following:

1. **Arts Education Programs:** KFA will deliver performances, workshops, and mentorship opportunities to citizens of Monticello and surrounding environs.
 2. **Co-hosting Arts Events:** KFA and the City of Monticello will co-host or support events that engage students and families in the arts.
 3. **Annual Reporting:** KFA will submit an annual impact report outlining the activities and outcomes of the partnership.
 4. **Increase Arts Collaborations:** KFA will collaborate with the City of Monticello to facilitate more arts partnerships that benefit the City of Monticello and environs and the greater Four Corners region.
-

III. Responsibilities

A. The City of Monticello Shall:

1. **Advocate and Promote** KFA's programs and events through city communication channels.
2. **Collaborate with KFA** in planning and evaluating shared events and programs.
3. **Co-host with KFA**, as available, to support events and programs that engage students, families and citizens in the arts.
4. **Facilitate KFA efforts** to increase Arts collaborations with other key stakeholders in the City of Monticello and the greater Four Corners region.
5. **Designate a liaison** to coordinate communication and logistics with KFA.

B. KFA Shall:

1. **Design and deliver** high-quality, inclusive arts programming that benefit the City of Monticello and San Juan County Utah.
2. **Increase Arts Collaborations** with other key stakeholders to benefit the City of Monticello and the Four Corners.
3. **Co-host** with the City of Monticello to support events and programs that engage students and families and citizens in the arts.
4. **Submit an impact report annually** to the City of Monticello outlining the activities and outcomes of this partnership.

IV. Term and Termination

This MOU will be effective for three (3) years from the effective date. It may be terminated, at any time, by either party with 30 days' written notice. All commitments made prior to termination will be honored.

V. Amendments

Amendments to this MOU must be made in writing, with approval of governing bodies, and signed by authorized representatives of both KFA and the City of Monticello.

VI. Signatures for MOU

For The City of Monticello

Name: _____

Title: _____

Date: _____

For The Kigalia Fine Arts (KFA)

Name: _____

Title: _____

Date: _____

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This agreement for Municipal Election Services is between San Juan County, a political subdivision of the state of Utah (the "County"), and Monticello City, a municipal corporation of the state of Utah (the "City"). County and City may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, Utah Code Ann. as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist the Monticello City in holding its municipal general elections in November of 2025 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County's Obligations. If a municipal primary election and a municipal general election is contracted in August 2025 and November 2025, respectively, the County shall provide the following:
 - 1.1. Point of contact with the County Clerk/Auditor's office for duration of election cycle.
 - 1.2. Verification of candidate voter registration status.
 - 1.3. Testing, programing, and assemblage of the voting machines and tabulators.
 - 1.4. Delivery and retrieval of voting equipment (i.e. ballot drop box, ballot box, poll pad, and Express Vote machine).
 - 1.5. Polling location management, which includes, but is not necessarily limited to, making arrangements for use of poll locations, completion of the ADA compliance survey, required interior and exterior signage, and poll supplies.
 - 1.6. Ballot development, design, layout, and printing.
 - 1.7. Language assistance as required by the Voting Rights Act as amended Section 203 for Navajo and Ute language speakers. See Exhibit D "Language Assistance Services" for a list of language assistance services.
 - 1.8. Publishing legal notices, which include: polling locations, sample ballots, public demonstration and election results.
 - 1.9. Personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.
 - 1.10. Poll worker recruitment, training, scheduling, supplies and compensation.
 - 1.11. Public demonstration of the tabulation equipment as required by law, also known as logic and accuracy testing.
 - 1.12. Ballot processing, which includes mailing, receiving, collection of in-person ballots, identification verification and tabulation.
 - 1.13. Canvass reports.
 - 1.14. Elected candidate certificates. See Exhibit E "Candidate Certificate Example".
 - 1.15. Transmitting electronic tabulation results to the Office of the Lieutenant Governor.
 - 1.16. Conduct a recount, and/or an election audit when needed.
 - 1.17. Retaining all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:
 - 2.1 Provide the County Clerk/Auditor's Office with a designated officer to act as the city election officer and assume all duties and responsibilities as outlined by law;
 - 2.2 Enter into a polling location Indemnification Agreement, if needed;
 - 2.3 Confirm the boundaries of the City as shown in Exhibit B "Map of Monticello City Boundaries".
 - 2.4 Notify the County of any Declaration of Candidacy filing;
 - 2.5 Provide the County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.6 Approve the election plan (see Exhibit C 2025 Monticello City Election Plan), which includes, but is not necessarily limited to, location of polling location, paper ballot quantities, voting machine and poll worker assignments, voter reports;
 - 2.7 Proof and approve the accuracy of the ballot formats;
 - 2.8 Coordinate with the County to conduct the election canvass;
 - 2.9 Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 3 Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.
- 4 Costs. City agrees to pay the County costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit A "Monticello City 2025 Estimated Election Expenses". City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, the City shall pay the County for all services rendered by the County under this agreement prior to the date that this agreement is terminated.
- 5 Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
- 6 Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
- 7 Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1 The mutual written agreement of the parties;
 - 7.2 By either party after any material breach of this agreement;
 - 7.3 By either party, with or without cause, 60 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 7.4 As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

- 8 Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
- 9 Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
- 10 No Separate Legal Entity. No separate legal entity is created by this agreement.
- 11 Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
- 12 Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
- 13 Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 14 Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

- 15 Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- 16 Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
- 17 Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1 With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 17.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
- 18 This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

Printed: _____ Name	City Attorney
Signature	
Dated: _____	Dated: _____
ATTEST: _____	
Printed Name	
Date: _____	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Silvia Stubbs, Chair Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated: _____	Dated _____
ATTEST: _____	
Lyman W. Duncan San Juan County Clerk/Auditor	
Date: _____	

These cost estimates are based on the costs of the services outlined in paragraphs 1.1 through 1.14 in this Interlocal Agreement.

General Election Fixed Costs (GFC)	\$5,600
General Election Variable Costs (GVC)	\$2,416
All Elections Fixed Costs (AFC)	\$2,031
TOTAL ESTIMATED COSTS	\$10,047

In the case of a recount, the City shall pay the County's cost of the recount based on a written invoice provided by the County. The invoice amount for these additional services may cause the total costs to exceed the estimate given to the City by the County.

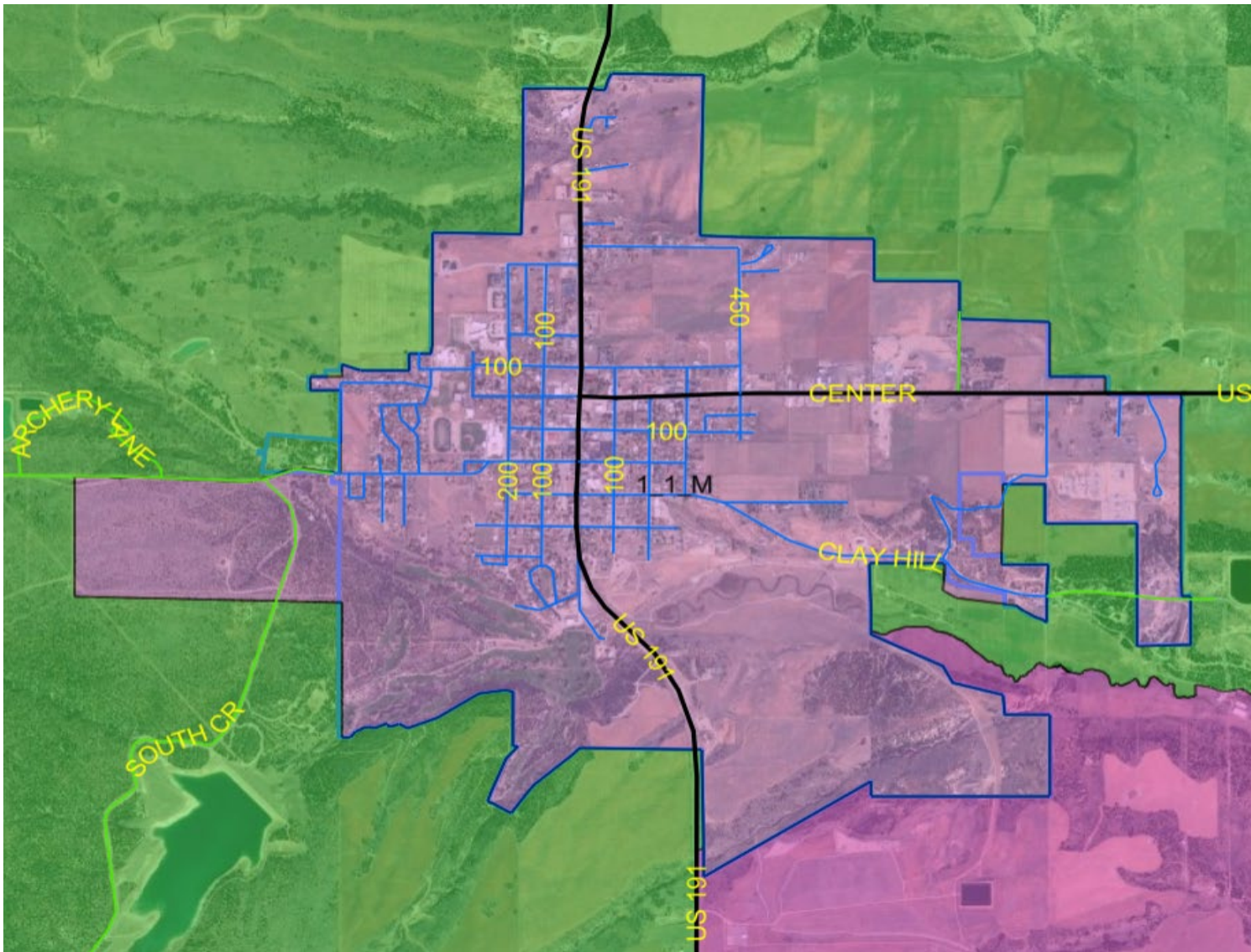


EXHIBIT C 2025 MONTICELLO CITY ELECTION PLAN

Dates of Importance:

Calendar Date	Event or Action Required	Considerations
6/2/2025	Candidate filing period begins	
6/9/2025	Candidate filing period ends	
6/10/2025	Municipality must publish a list of candidates	
6/20/2025	Ballots must be ordered from the printer.	The county will work with the appointed municipality election officer to proof and approve the ballots before ordering. However, if the Town/City Board must approve, a meeting must be scheduled before this date, as the order deadline cannot be pushed back.
6/27/2025	Ballots are mailed to military and oversea voters.	
6/27/2025	Sample ballots must be posted to candidates and within municipalities.	
7/3/2025	Last day to publish notice of Logic and Accuracy Testing.	Each municipality should advertise the L&A Testing beyond official notice.
7/15/2025	Last day to publish notice of dates, times, and locations of early voting.	
7/15/2025	Last day to publish notice of locations and times of each ballot drop box.	
TBD 7/15, 16, or 17/2025	Logic and Accuracy Testing	Each municipality should have at least one representative attending.
7/22/2025	Ballots are mailed to voters	
7/29/2025	Early voting begins	Ensure coordination of access to the locations (locked doors) and equipment.
8/1/2025	Last day to register to vote (in-person, online, by mail).	Total number of registered voters impact the cost estimates in Attachment A.
8/5/2025	Last day for primary candidates to file a financial disclosure report.	
8/6/2025	Municipalities must make financial disclosure reports available for public review.	
8/8/2025	Early voting ends.	
8/11/2025	Drop boxes are closed/removed at the end of the business day.	
8/12/2025	MUNICIPAL PRIMARY ELECTION	
8/19/2025	First day Board of Canvassers can canvass the results of the primary election.	The municipal Board of Canvassers will need to meet between 8/19 and 8/26, so ensure there is a meeting scheduled.
8/26/2025	Last day Board of Canvassers can canvass the results of the primary election.	
TBD based on canvass date	Tie votes must be determined by lot in a public meeting no later than 3 days after the canvass is held	
TBD based on canvass date	Last day that a candidate may request a recount within 3 days after the canvass is held	

9/11/2025	Municipal candidates eliminated during the primary election must file a financial disclosure report.	
9/12/2025	Ballots must be ordered from the printers.	The county will work with the appointed municipality election officer to proof and approve the ballots before ordering. However, if the Town/City Board must approve, a meeting must be scheduled before this date, as the order deadline cannot be pushed back.
9/19/2025	Ballots must be transmitted to military and overseas voters.	
10/7/2025	Each general election candidate must file a financial disclosure report.	
10/7/2025	Logic and Accuracy testing	Each municipality should have at least one representative attending.
10/8/2025	Municipalities must make candidate financial disclosure reports available to the public.	
10/14/2025	First day ballots can be mailed to voters.	
10/15/2025	Last day a municipality can cancel the general election and/or a race in the general election.	
10/21/2025	Early voting begins	
10/24/2025	All voter registration forms must be received by 5 pm.	Total number of registered voters impact the cost estimates in Attachment A.
10/28/2025	Candidates must file a financial disclosure report.	
10/29/2025	Municipalities must make candidate financial disclosure reports available to the public.	
10/31/2025	Early voting ends.	
11/3/2025	Last day to deliver voting equipment and election materials to each polling location.	
11/4/2025	MUNICIPAL GENERAL ELECTION	
11/4/2025	After the polls close, all preliminary election results must be publicly released	These are the results of all ballots received before 11/4/2025.
11/11/2025	1 st day Board of Canvassers can canvass the final results of the general election.	The municipal Board of Canvassers will need to meet between 11/11 and 11/18, so ensure there is a meeting scheduled.
TBD based on canvass date	Tie votes must be determined by lot in a public meeting no later than 3 days after the canvass is held	
11/18/2025	Last day a candidate may request a recount.	
11/18/2025	Last day Board of Canvassers can canvass the final results of the general election	

Monticello City Early Voting, Polling Locations and Details

1. Early Voting
 - a. San Juan County Administration Building (outside Clerk's office)
 - b. October 23 (Thursday) and October 30 (Thursday)
 - c. 10 am to 2 pm each day
 - d. 2 staff
 - i. 1 Language Assistance contractor
 - ii. 1 volunteer
 - e. Ballot Drop Box location, will be removed November 3rd (Thursday) at 5 pm
 - f. 1 Voting Machine
2. Election Day, November 4, 2025
 - a. San Juan County Administration Building
 - b. 7 am – 8 pm
 - c. 3 – 6 staff
 - i. 1 Language Assistance contractor
 - ii. 1 County staff member
 - iii. 3-4 Poll watchers/volunteers
 - d. 4 Voting Machines

EXHIBIT D LANGUAGE ASSISTANCE SERVICES

County and City understand that Section 203 of the Federal Voting Rights Act of 1975, as amended and codified at Federal Register Vol. 68 No. 233 (Dec. 8, 2021), (<https://www.justice.gov/crt/language-minority-citizens>) (the "Act") among other things, requires the County and City to comply with certain provisions contained in Section 203, with respect to primary and general elections, bond elections and referenda, and to elections of each municipality, school districts or special purpose district within the City and County.

These provisions apply because the US Census Bureau has determined that the County and City lie within a designated language assistance jurisdiction as a result of the Ute and Navajo populations residing within the County/City. The generally addressed language assistance is for all Ute and Navajo speaking persons.

A summary of the 203 requirements is set forth below in this Exhibit D.

Language Assistance Services consist of:

Translation Services

1. Translation of all written election materials into Navajo.
 - a. Election materials include candidate filing requirements and application, ballots, referendum and/or propositions, and posters.
 - b. As Ute is not a written language, translation services are not available.
 - c. Publication of all translated material will be available for Early Voting (July 29 – August 8 and October 21 – 31), Poll Centers on Election Day (November 4th), and for Outreach activities (described below).
 - d. Electronic and hardcopy copies of all translated materials will be shared with municipalities.
2. Audible records of all election materials into Navajo and Ute.
 - a. Will post on county website sanjuancountyut.gov, and radio stations KTNN and KNDN.
 - b. Copies of audio records will be available for Early Voting (July 29 – August 8 and October 21 – 31), Poll Centers on Election Day (November 4th), and for Outreach activities (described below).
 - c. Copies of the audio recordings will also be shared with the municipalities.

Outreach Activities

1. Bilingual Staff Availability for Early Voting and Poll locations
 - a. Bilingual staff speaking English, Navajo, and Ute will be available during Early Voting and on Election Day to assist any voters requiring this assistance.
 - b. Assistance would include assisting with voter registration, how to cast a ballot, an overview of the ballot itself and associated referendum and/or propositions.
2. Election Advocacy
 - a. Presentations will be made during Navajo Chapter meetings to explain upcoming election requirements, address questions, and leave election materials.
 - b. Election materials will be shared with the Ute Liaison for posting in White Mesa.
3. Election Materials (hardcopy and electronic) for Early Voting and Poll locations.
4. Election Marketing
 - a. Notices and advertisements will be placed in the San Juan Record in both English and Navajo (again, Ute is not a written language).
 - b. Notices and posts will also be posted on the county's social media accounts.

With respect to Section 203 of the Federal Voting Rights Act of 1975, as amended, County and City agree as follows:

1. Any and all elections, including primary and general elections, bond elections and referenda, and to elections of each municipality, school districts or special purpose district within the City and County are governed by Section 203 of the Voting Rights Act, as amended.
2. County and City are aware of the Act and its provisions and understand that they must comply with all provisions of the Act, including all language assistance provisions. These provisions are mandatory to meet the Act's requirements.
3. If City fails to comply with any provisions or otherwise chooses not to comply, City shall release County from any and all liability for damages sustained as a result of the non-compliance and shall indemnify County for any damages it sustains.
4. If City chooses to provide these services without the County's input or help, it must provide a written a

written statement:

- a. That the County has acted in good faith in offering these services,
- b. The City understands the requirements and expectations of the Voting Rights Act section 203,
- c. The City assumes all liability for failure to meet the requirements and expectations of the Voting Rights Act as amended, and
- d. The City releases the County from any and all liability for damages as a result of the City's desire to provide these services on its own.

EXHIBIT E CANDIDATE CERTIFICATE EXAMPLE

CERTIFICATE OF ELECTION

I, the undersigned County Clerk in and for San Juan County, State of Utah, do hereby certify that

<Candidate Name>

was duly Elected to the Office of

<Elected Office>

at a General Election held in said County on Tuesday, the <day> day of November <year> as appears from the official returns of said Election as filed and of record in my office as County Clerk of San Juan County.

In Witness whereof, I have hereunto set my hand and caused
to be affixed my official seal this <day> day of November <year>.

Lyman W. Duncan
SAN JUAN COUNTY CLERK/AUDITOR

place seal
here



5400 Marshall, Arvada, CO, 80002
 PHONE: 800-292-7968 FAX: 303-423-6213
 WQ-10352644

Sell To:

Contact Name	Chris Baird	Ship To Name	City of Monticello UT
Bill To Name	City of Monticello UT	Ship To	17 N 100 E
Bill To	17 N 100 E		Monticello, UT 84535
	Monticello, UT 84535		USA
	USA	Quick Ship	☐
Email	chris@monticelloutah.org		
Phone	(435) 587-2271		

Quote Information

Salesperson	Steve Ortmyer	Expiration Date	7/20/2025
Salesperson Email	sortmayer@wastequip.com	Quote Number	WQ-10352644
Salesperson Phone	720-387-6696		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Container - CO - 125543	3 Cubic Yard Standard Duty Slant Nestable Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Color: TBD-Standard Color	2.00	\$674.00	\$1,348.00
Container - CO - 125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	Color: TBD-Standard Color	4.00	\$758.00	\$3,032.00
Container - CO - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Color: TBD-Standard Color	3.00	\$957.00	\$2,871.00
Container - CO - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Color: TBD-Standard Color	1.00	\$1,133.00	\$1,133.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$8,384.00
Shipping Terms	FOB Origin	Shipping	\$1,104.38
		Tax	\$0.00
		Grand Total	\$9,488.38

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the



5400 Marshall, Arvada, CO, 80002

PHONE: 800-292-7968 FAX: 303-423-6213

WQ-10352644

Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Secondary Water - RESIDENTIAL				WA- Residential NO 2w available				WA- Residential CITY			
STAGE 1 CONSERVATION RATE BASE RATE \$20.00				STAGE 1 CONSERVATION RATES BASE RATE : \$ 28.60				STAGE 1 CONSERVATION RATES BASE RATE \$28.60			
-	10,999	\$ -		<	5,999	\$ 1.45	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL
11,000	20,999	\$ 0.50	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL
21,000	34,999	\$ 1.00	per 1000 GAL	21,000	35,999	\$ 1.00	per 1000 GAL	21,000	30,999	\$ 3.00	per 1000 GAL
35,000	50,999	\$ 2.00	per 1000 GAL	36,000	50,999	\$ 1.50	per 1000 GAL	36,000	50,999	\$ 4.00	per 1000 GAL
51,000	60,999	\$ 3.00	per 1000 GAL	51,000	60,999	\$ 5.00	per 1000 GAL	51,000	60,999	\$ 5.00	per 1000 GAL
61,000	<	\$ 5.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL
STAGE 2 Shortage Rates BASE RATE \$20.00				STAGE 2 Shortage Rates BASE RATE \$ 28.60				STAGE 2 Shortage Rates BASE RATE \$28.60			
-	10,999	\$ -	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL
11,000	20,999	\$ 0.50	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL
21,000	34,999	\$ 2.00	per 1000 GAL	21,000	35,999	\$ 2.00	per 1000 GAL	21,000	30,999	\$ 3.00	per 1000 GAL
35,000	50,999	\$ 4.00	per 1000 GAL	36,000	50,999	\$ 5.00	per 1000 GAL	36,000	50,999	\$ 5.00	per 1000 GAL
51,000	60,999	\$ 6.00	per 1000 GAL	51,000	60,999	\$ 10.00	per 1000 GAL	51,000	60,999	\$ 10.00	per 1000 GAL
61,000	<	\$ 10.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL
STAGE 3 SEVERE RATES Base Rate \$20.00				STAGE 3 SEVERE RATES Base Rate \$ 28.60				STAGE 3 SEVERE RATES Base Rate \$28.60			
-	10,999	\$ -	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL
11,000	20,999	\$ 2.00	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL	6,000	20,999	\$ 2.00	per 1000 GAL
21,000	34,999	\$ 5.00	per 1000 GAL	21,000	35,999	\$ 5.00	per 1000 GAL	21,000	30,999	\$ 5.00	per 1000 GAL
35,000	50,999	\$ 10.00	per 1000 GAL	36,000	50,999	\$ 10.00	per 1000 GAL	36,000	50,999	\$ 10.00	per 1000 GAL
51,000	60,999	\$ 20.00	per 1000 GAL	51,000	60,999	\$ 20.00	per 1000 GAL	51,000	60,999	\$ 20.00	per 1000 GAL
61,000	<	\$ 30.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL	61,000	<	\$ 50.00	per 1000 GAL
STAGE 4 CRISIS RATES BASE RATE \$20.00				STAGE 4 CRISIS RATES BASE RATE \$ 28.60				STAGE 4 CRISIS RATES BASE RATE \$28.60			
-	5,999	\$ -		-	5,999	\$ 1.45	per 1000 GAL	-	5,999	\$ 1.45	per 1000 GAL
6,000	10,999	\$ 5.00	per 1000 GAL	6,000	20,999	\$ 5.00	per 1000 GAL	6,000	20,999	\$ 10.00	per 1000 GAL
11,000	20,999	\$ 10.00	per 1000 GAL	21,000	35,999	\$ 20.00	per 1000 GAL	21,000	30,999	\$ 20.00	per 1000 GAL
21,000	34,999	\$ 20.00	per 1000 GAL	36,000	50,999	\$ 30.00	per 1000 GAL	36,000	50,999	\$ 30.00	per 1000 GAL
35,000	50,999	\$ 50.00	per 1000 GAL	51,000	60,999	\$ 50.00	per 1000 GAL	51,000	60,999	\$ 40.00	per 1000 GAL
51,000	<	\$ 75.00	per 1000 GAL	61,000	<	\$ 75.00	per 1000 GAL	61,000	<	\$ 75.00	per 1000 GAL

**CITY OF MONTICELLO
ORDINANCE 2025-04**

TITLE: **An Ordinance Granting An Electric Utility Franchise and General Utility Easement To Rocky Mountain Power**

PURPOSE: **To renew the agreement between the City of Monticello and Rocky Mountain Power, granting the right to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, and to set forth the terms and conditions thereof.**

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to areas geographically adjacent to the City and other surrounding areas; and

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof; and

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the Monticello City Council:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for Twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations

P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall

assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements (including permits) of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall

not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision within existing Rocky Mountain known facilities and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
320 N 100 W
Moab, UT 84532

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. For guidance on tree species selection, see Rocky Mountain Power's planting guidelines www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without

consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the City Council of the City of _____, Utah this ____ day of _____, 2025.

MAYOR

ATTEST:

CITY RECORDER

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 of 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)